



REQUEST FOR PROPOSAL [RFP]

Form No: Foskor PROC 017

Revision No: 01

Effective Date: August 2024

FOSKOR [MINING]

an Operating Division of FOSKOR (PTY) LTD

[hereinafter referred to as **Foskor**]

[Registration No. 1951/002918/07]

FOR THE SUPPLY AND DELIVERY OF TRANSMISSION BELTS AND BEARINGS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.

RFP NUMBER : [FOSPHB-RFP-16-25/26-R]
ISSUE DATE : [06 August 2025]
CLOSING DATE : [26 August 2025]
CLOSING TIME : [12:00pm]
BID VALIDITY PERIOD : [180 days] Days from Closing Date (21 February 2026)

NOTE TO BIDDERS: ALL SUBMISSIONS MUST INCLUDE A USB FLASH DRIVE/MEMORY STICK THAT CONTAINS YOUR BID SUBMISSION ON THE CLOSING DATE AND TIME AS A MANDATORY REQUIREMENT. 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 Foskor by any means of communication will not be accepted.

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- ANNEXURE: F – BILL OF QUANTITIES (EXCEL SPREADSHEET)

Respondent's Signature

Date and Company Stamp



RFP NUMBER: [FOSPHB-RFP-16-25/26-R]

SECTION 1: SBD 1 FORM

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	FOSPHB-RFP-16-25/26-R	CLOSING DATE:	26 August 2025	CLOSING TIME:	12:00pm
DESCRIPTION	FOR THE SUPPLY AND DELIVERY OF TRANSMISSION BELTS AND BEARINGS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.				
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: 27 Selati Road Phalaborwa 1389					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nandisa Tsutsu		CONTACT PERSON	Nandisa Tsutsu	
TELEPHONE NUMBER	011 347 0604		TELEPHONE NUMBER	011 347 0604	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	nandisat@foskor.co.za		E-MAIL ADDRESS	nandisat@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
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]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

Respondent's Signature

Date and Company Stamp

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."

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	FOR THE SUPPLY AND DELIVERY OF TRANSMISSION BELTS AND BEARINGS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.
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	No Briefing
CLOSING DATE	<p>[12:00] pm on [Tuesday, 26 August 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 (days)Business Days from Closing Date (21 February 2026)]</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> <p>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12</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.

Respondent's Signature

Date and Company Stamp

2. FORMAL BRIEFING

A formal briefing session will not be held but should Respondents have specific queries they should email these to the Foskor employee(s) indicated in paragraph 6 [Communication] below.

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.

5. COMMUNICATION

- For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and sent to [Nandisa Tsutsu] before **12:00 pm on 15 August 2025**, 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 [Ntwanano Mabulani], at telephone number [015 781 2151], email [ntwananom@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.

Respondent's Signature

Date and Company Stamp

- 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.
- Foskop will publish the outcome of this RFP in the National Treasury e-tender portal, CIDB i-tender portal (where applicable) and the Foskop website within 10 days after the award has been finalised. Respondents are required to check the Foskop website for the results of the tender process. All unsuccessful bidders have a right to request Foskop 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 Foskop.

7. COMPLIANCE

The successful Respondent [hereinafter referred to as the **Supplier** 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 Foskop 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 Foskop 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;
- disqualify Proposals submitted after the stated submission deadline **[26 August 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 Foskop'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 Foskop to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;

Respondent's Signature

Date and Company Stamp

- 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 Goods/Services and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of **CONFIDENTIAL/ SECRET/TOP SECRET**. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent 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.



SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. BACKGROUND

V-belts and bearings are common items used in high volumes on Foskor's Mine on equipment including but not limited to Mining equipment, Crushers, Conveyor belts, Vibrating screens and Pumps. V-belts and bearings are currently supplied on a contract basis and is supplier held stock at Foskor's Mine in Phalaborwa thus no stock of any bearing or V-belts are kept in the mine's stores. The successful supplier will have to comply will all the requirements of supplier held stock.

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 Goods to its end user community throughout its locations.

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

3. SCOPE OF REQUIREMENTS

Please see Scope of Work attached: Annexure A

4. GREEN ECONOMY / CARBON FOOTPRINT

Foskor 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.*

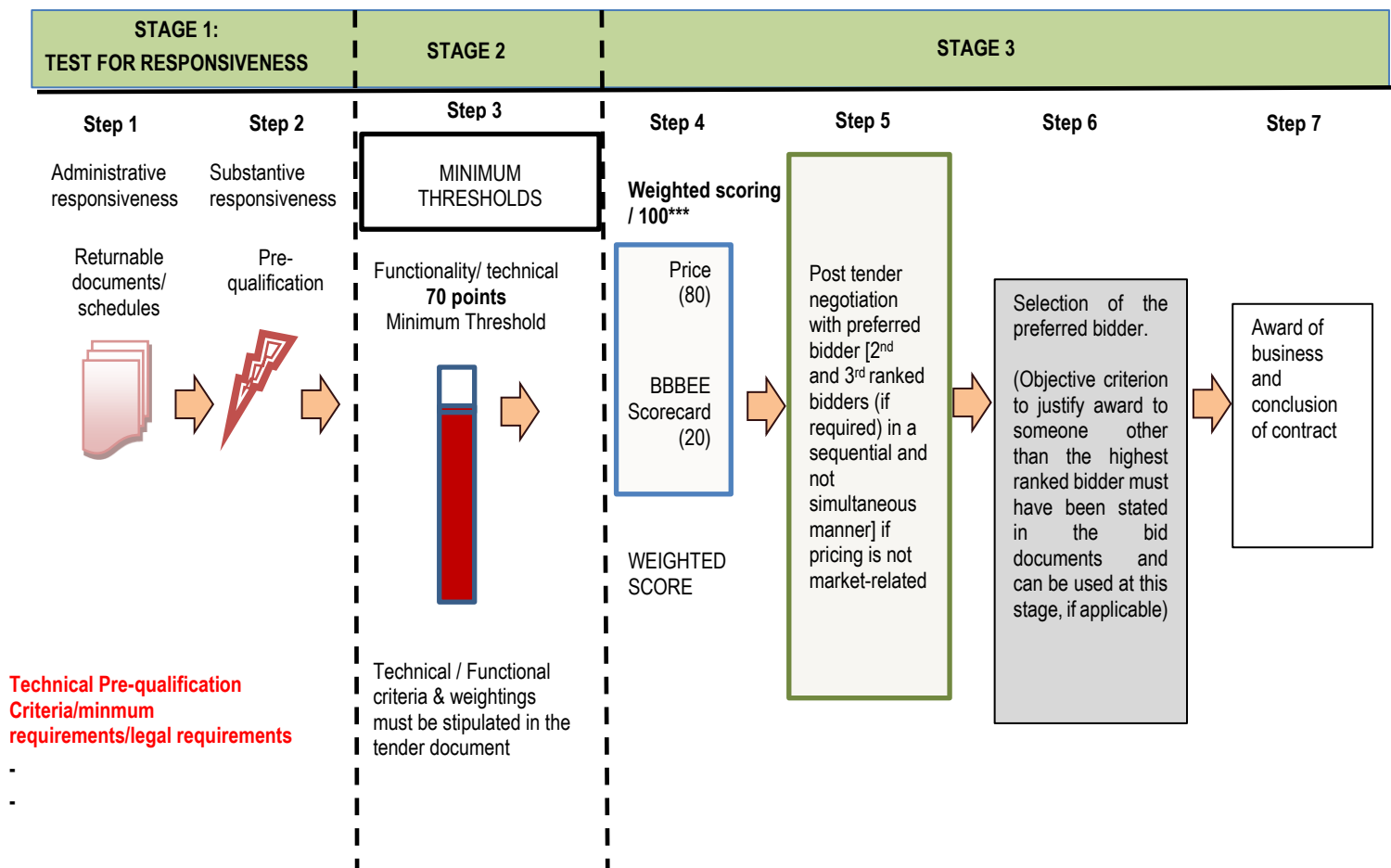
5. GENERAL SUPPLIER/SERVICE PROVIDER OBLIGATIONS

5.1 The Supplier(s) shall be fully responsible to Foskor for the acts and omissions of persons directly or indirectly employed by them.

5.2 The Supplier(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 Supplier:



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).

Respondent's Signature

Date and Company Stamp

6.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
• Whether the Bid has been lodged on time	Section 2 paragraph 3
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	Section 5
• Verify the validity of all returnable documents	Section 5
• 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

6.2 STEP TWO: Test for Substantive Responsiveness to RFP

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

Check for substantive responsiveness	RFP Reference
• Whether any general and legislation qualification criteria set by Foskor, have been met	All sections including: Section 2 paragraphs, 2.2, 6.
• Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule	Section 4
• Whether the Bid materially complies with the scope and/or specification given	All Sections
• Proof of registration on the National Treasury Central Supplier Database (CSD)	Section 2, paragraph 13
• Whether any Technical Pre-qualification Criteria/minimum requirements/legal requirements have been met as follows: <ul style="list-style-type: none"> - Proof of experience in supplying V-belts and Bearings - Completed and signed form on page 15 & 16 of Annexure A: Scope of Work 	Section 3 – Scope of Work
• Entity's financial stability	

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

Respondent's Signature

Date and Company Stamp

6.2.1 **STEP THREE: Minimum Threshold points for Technical Criteria** The test for the Technical and Functional threshold will include the following:

No.	Technical Criteria Description	% Contribution	Proof/ Documents to be submitted
1.	Experience & Team competence		
a)	Experience with the supply and delivery of Bearing and Power transmission belts on a contract and supplier held stock 1 Year = 4% 2 Years = 8% 3 years = 12% 4 years = 16% 5 years = 20%	20%	Attach appointment letter or purchase order on a signed client letterhead. Give reference list of contracts, with values and contact numbers for verification on a signed company letterhead.
	Able to deliver within two (2) hours of receiving a purchase order. Travel time not within 1 hour of Foskor Mine = 0% Travel time within 1 hour of Foskor Mine = 20% <i>*Foskor reserves the right to inspect the stock holding warehouse.</i>	20%	Attach proof of location/address (no longer than three (3) months) of stock yard with dispatch point that is within an hour travel time
2.	Regulatory/ Legal/ Licences/ Registrations (where applicable)		
a)	ISO 9001 Accreditation certificate of a bidding company\ Not accredited = 0% Accredited = 20%	20%	Submit valid accreditation certificate of supplier of items quoted on
3.	Quality		
a)	Quality Planning, Quality assurance/ control plan, Quality control, Delivery schedule (Storage Facility) Not Acceptable = 0% Acceptable = 20%	20%	Submit Quality Control procedure and Plan

Respondent's Signature

Date and Company Stamp

4.	Inventory Management		
a)	Inventory Management Plan – Data Analysis, Previous supplier planning , Demand Forecasting. Submitted Complete Inventory Management Plan = 20% Incomplete =10% Not Submitted = 0%	20%	Attached signed previous supplier Inventory Management Plan on a company letterhead
	Total Technical Score	100%	
Note: For the bid to be considered the bidder needs to score 70% and above and comply to all mandatory requirements.			

Respondents are to note that Foskop 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 evaluation.

Respondent's Signature

Date and Company Stamp

6.3 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 discounts¹ 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:

P_s = Score for the Bid under consideration
 P_t = Price of Bid under consideration
 P_{min} = 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.

6.4 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

¹ Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected

6.5 STEP FIVE: Post Tender Negotiations (PTN) (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).

6.6 STEP SIX: Objective Criteria

FOSKOR reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder. The objective criteria FOSKOR may apply in this bid process include:

- the tenderer:
 - is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - is not undergoing a process of being restricted by FOSKOR or other state institution that FOSKOR may be aware of,
 - can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract. A site visit may be conducted for verification purposes.
 - has the legal capacity to enter into the contract
 - is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
 - complies with the legal requirements, if any, stated in the tender data and
 - is able, in the option of the employer to perform the contract free of conflicts of interest.



RFP NUMBER: [FOSPHB-RFP-16-25/26-R]

6.7 STEP SEVEN: 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.

Respondent's Signature

Date and Company Stamp

SECTION 4: PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the **attached Annexure F – Bill of Quantities (BOQ)** and specify the brand of items quoted. A signed BOQ must be submitted as both **PDF document** and **Excel spreadsheet** on a USB memory stick.

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

Notes to Pricing:

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Foskor may not award the contract to that Respondent. Foskor may-
 - (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
 - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP;
 - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.
 - (iv) If a market-related price is not agreed with the Respondent scoring the third highest points, Foskor must cancel the RFP.
- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by Foskor.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- e) For Consulting Contracts, 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 Foskor Mine Phalaborwa .
- 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 C [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.

 Respondent’s Signature

 Date and Company Stamp

- 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]

.....

.....

YES	
-----	--

Please complete and sign Form on Page 15 & 16 of Annexure A: Scope of Work.

1. DISCLOSURE OF CONTRACT INFORMATION

Prices tendered

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

Johannesburg Stock Exchange Debt Listing Requirements

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

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

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

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

Respondent's Signature

Date and Company Stamp

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 Supplier] 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 Supplier's price(s) is/are found to be higher than the benchmarked price(s), then the Supplier 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.

3. "AS AND WHEN REQUIRED" CONTRACTS

- 3.1 Purchase orders will be placed on the Supplier from time to time as and when Goods are required.
- 3.2 Foskor reserves the right to place purchase orders until the last day of the contract for deliveries to be effected, 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.

Respondent's Signature

Date and Company Stamp

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. RETURN OF SURPLUS GOODS

Respondents are required to indicate whether they have a return policy in place (if so attach a copy):

YES	
------------	--

NO	
-----------	--

Respondents are required to indicate a reasonable timeframe during which Foskor may return any surplus goods:

5. MANUFACTURERS

The Respondents must state hereunder the actual manufacturer(s) of the Goods tendered for:

5.1 Local Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

5.2 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

6. INSPECTION DETAILS

The Respondents must state the actual name(s) and address/addresses of the suppliers of the Goods for inspection purposes only:

6.1 Local Manufacturer(s)

RFP ITEM NO.	NAME	BUSINESS ADDRESS

 Respondent's Signature

 Date and Company Stamp

6.2 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

7. IMPORTED CONTENT

The Respondents must state hereunder the value and percentage of the imported content as well as the country of origin in respect of each item tendered for:

RFP ITEM NO / DESCRIPTION.	VALUE	% COST	COUNTRY OF ORIGIN

Note: Where more than one country is applicable to one item, the Respondents must furnish this information separately.

8. EXPORT CREDIT AGENCY SUPPORTED FINANCE

In order to finance its payment obligations under a future contract where foreign transactions are involved, Foskor may consider raising debt financing [an ECA Facility] from one or more banks or financial institutions, with the benefit of export credit agency [ECA] credit support to be provided by an ECA.

Under such circumstances the successful Respondent will agree to undertake:

- a) to provide [and/or cause the Parent/OEM to provide, as applicable] to Foskor and the banks and financial institutions that may participate in the ECA Facility all such assistance as an importer of Goods and/or Services, which are eligible for ECA credit supported finance by an ECA, is generally required to provide for the purposes of obtaining ECA support;
- b) not to do or [as Supplier of the relevant eligible Goods or services] omit to do anything, which may adversely affect Foskor's prospects of qualifying for or, once obtained, maintaining ECA credit support by an ECA in respect of an ECA Facility.

All costs, expenses, charges and liabilities incurred by Foskor in establishing an ECA Facility with credit support from an Export Credit Agency, may be for the account of Foskor.

9. SERVICE LEVELS

- 9.1 An experienced national account representative(s) is required to work with Foskop's procurement department. [No sales representatives are needed for individual departments or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 9.2 Foskop will have quarterly reviews with the Supplier's account representative on an on-going basis.
- 9.3 Foskop reserves the right to request that any member of the Supplier's team involved on the Foskop account be replaced if deemed not to be adding value for Foskop.
- 9.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
- a) a) Random checks on compliance with quality/quantity/specifications
- If the Service provider does not achieve this level as an average over each quarter, Foskop will receive a 1.5% [one and a half per cent] rebate on quarterly sales payable in the next quarter.
- 9.5 The Supplier must provide a telephone number for customer service calls.
- 9.6 Failure of the Supplier to comply with stated service level requirements will give Foskop the right to cancel the contract in whole, without penalty to Foskop, giving 30 [thirty] calendar days' notice to the Supplier of its intention to do so.

Acceptance of Service Levels:

YES	
-----	--

NO	
----	--

10. 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:

10.1 Quality and specification of Goods/Services delivered:

10.2 Continuity of supply:

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____



RFP NUMBER: [FOSPHB-RFP-16-25/26-R]

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.

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

Respondent's Signature

Date and Company Stamp



RFP NUMBER: [FOSPHB-RFP-16-25/26-R]

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 Supplier/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 closing date](21 February 2026) 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)

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	

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 proof of Respondent's compliance to B-BBEE requirements stipulated in Section 9 of this RFP	

Respondent's Signature

Date and Company Stamp

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]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
SECTION 1: SBD1 FORM	
SECTION 5 : Proposal Form and List of Returnable documents	
SECTION 6 : Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7 : RFP Declaration and Breach of Law Form	
SECTION 9: B-BBEE Preference Points claim form	
SECTION 10 : Certificate of attendance of compulsory / non-compulsory Site Meeting / RFP Briefing	
SECTION 11: 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 _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date and Company Stamp



RFP NUMBER: [FOSPHB-RFP-16-25/26-R]

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	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 _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date and Company Stamp



RFP NUMBER: [FOSPHB-RFP-16-25/26-R]

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

Respondent's Signature

Date and Company Stamp

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

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

ADDRESS:

Indicate nature of relationship with 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 interest² 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

² 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 consortium³ 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.

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.

³ 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

14.7 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:	
Position:	Position:
Signature:	Signature:
	Registration No of Company/CC
	Registration Name of Company/CC

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.

Respondent's Signature

Date and Company Stamp

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **“functionality”** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **“Price”** includes all applicable taxes less all unconditional discounts.
- (i) **“Proof of B-BBEE Status Level of Contributor”**
 - i) the B-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **“QSE”** means a Qualifying Small 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
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 ⁴	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 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

Date and Company Stamp

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution: . =(maximum of 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be subcontracted?

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

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 last 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

Respondent's Signature

Date and Company Stamp



RFP NUMBER: [FOSPHB-RFP-16-25/26-R]

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**

.....
.....

8.6 **COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional Supplier
- Other Suppliers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

Respondent's Signature

Date and Company Stamp

- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Foskor 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.

<p style="text-align: center;">WITNESSES</p> <p>.....</p> <p>.....</p>	<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS:</p> <p>.....</p>
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SECTION 10: 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.
- 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.

Respondent's Signature

Date and Company Stamp

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.

Respondent's Signature

Date and Company Stamp



RFP NUMBER: [FOSPHB-RFP-16-25/26-R]

- 4.2 The NIPP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number Closing date:

Name of bidder.....

Postal address
.....

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

Date.....

Respondent's Signature

Date and Company Stamp

SECTION 11: PROTECTION OF PERSONAL INFORMATION

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

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. 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.

Respondent's Signature

Date and Company Stamp

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 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/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za

Respondent's Signature

Date and Company Stamp



FOSKOR (PTY) LIMITED SCOPE OF REQUIREMENTS

For

**Supply and Delivery of Power Transmission Belts and Bearings on an as and
when required basis for a period of Three (3) Years.**


SD4812

DOCUMENT AND SERVICE CONTRACT APPROVAL

Compiled by:
Otis Mathebula



Approved by:
Riaan van Aardt 20 May 2025

Foskor (Pty) Limited
27 Selati Road / P.O Box 1
Phalaborwa
1390

May 2025



FOSKOR (PTY) LIMITED SCOPE OF REQUIREMENTS

For

Supply and Delivery of Power Transmission Belts and Bearings on an as and when required for a period of Three (3) Years.

1. INTRODUCTION

Foskor (Pty) Ltd is one of the world's leading phosphate rock and phosphoric acid producers and was established in 1951. Foskor operates two opencast mines for the extraction of pyroxenite ore in order to produce high quality phosphate rock. The process involves crushing, grinding and slurring of the ore, from which the apatite is recovered as a mineral concentrate (referred to in the trade as phosphate rock) by means of froth flotation. About 75% of the annual production of 2.7 million tons of phosphate rock is transported by rail to Foskor's Richards Bay Plant for processing and export as phosphoric acid. The remainder is transported to various domestic fertilizer plants.

Foskor (Pty) Ltd. is an open-cast 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).

2. BACKGROUND

V-belts and bearings are a common item used in high volumes on Foskor's Mine on equipment including but not limited to Mining equipment, Crushers, Conveyor belts, Vibrating screens and Pumps. V-belts and bearings are currently supplied on a contract basis and is supplier held stock at Foskor's mine in Phalaborwa thus no stock of any bearing or V belts are kept in the mine's stores. The successful supplier will have to comply with all the requirements of 'supplier held stock'.

Scope of Work
For the Supply of Transmission Belts and Bearings on an as and when required basis
for a period of Three (3) years.

3. SCOPE OF WORK

3.1 Supply and delivery of all items as listed the Bill of Quantities in Spreadsheet 'V-belt and bearings' and items to be delivered to Foskor mine Phalaborwa on an as and when required basis.

3.2 General Scope Considerations:

- Delivery of all items of the contract must be available 24 hours a day including weekends and public holidays.
- Foskor's approved brands or equivalent as per brand list will be accepted and all brands supplied by the supplier must be quoted on and included in the submission. (Approved brand list attached to documents)
- All transmission belts supplied to be a matched set.
- All equipment to comply with SANS standards supplied under heading 'Standard specifications and Regulations' below.

3.3 Costing and expenses

- The cost per item must be supplied for every item on the list attached.
- Delivery cost during normal working hours (06:00am – 16:00pm) must be supplied. Normal hours to be supplied in the Tender submission.
- Delivery cost outside of normal working hours must be supplied (16:00pm – 06:00am).

3.4 Delivery of items

- Items must be delivered to the specific workshop that placed the order.
- All items to be transported and delivered as per the manufacturer's guidelines/recommendations and instructions.
- All seals on box/container to be fully intact and box undamaged and unopened.
- All numbers to be clearly legible on box.
- Delivery of items to be within 2 hours of receiving the purchase order during normal hours and the same delivery time applies when receiving the emergency order number during hours outside the normal working hours from standby personnel.

3.5 Storage of items

- All storage of any item to be done in line with the manufacturer's recommendations/guidelines or instructions.

Foskor reserves the right to audit storage areas and practices at any time to ensure they are in line with the manufacturers' guide. And non-conformance found will be officially logged and proof thereof submitted to the supplier. An action plan must be submitted by the supplier to Foskor for re-auditing corrective actions.

Scope of Work
For the Supply of Transmission Belts and Bearings on an as and when required basis
for a period of Three (3) years.

3.6 Quality Control

- Only bearings and power transmission belts manufactured and supplied by ISO 9001 accredited manufacturers may be supplied to Foskor.
- All bearings supplied to comply to all SANS listed in the table below under 4.1 Standard Specifications and Regulations.
- All items supplied to the supplier by its manufacturer, and then supplied to Foskor, documentation must be kept for a minimum duration of a year for the auditing purposes of Foskor when Foskor requests it. Foskor reserves the right to audit any items with its item numbers against manufacturers records for authenticity.

3.7 Supplier held stock

- Minimum stock levels to be held pre-determined by usage amounts and lead times on each specific item.
- Item to be delivered within 2 hours of receiving the purchase order.
- Supplier's administrators or standby personnel to be readily available to receive purchase orders and keep the turnaround time to a minimum.

4. ORDERS OF PRECEDENCE

Any ambiguity or contradiction between documents and standards/specifications must be brought to the attention of the engineer during the tender phase. The order of precedence will be:

- Statutory laws and Regulations,
- Technical Specification and scope of work
- Bill of Quantities, (BOQ)
- Unless communicated otherwise in writing by the engineer.

5. TECHNICAL SPECIFICATIONS

- 5.1 Approved Brands or equivalent (according to South African National Standards (SANS) as per table 4.2). (Provide relevant material test certification).

SKF

FAG

TIMKEN

NSK

NTN

FENNER

Scope of Work
For the Supply of Transmission Belts and Bearings on an as and when required basis
for a period of Three (3) years.

5.2 Standard Specifications And Regulations

All new items supplied in the contract, whether specified in detail or not, shall comply with the latest applicable recommendations of the South African National Standards (SANS).

Special reference is made to the following:

DESCRIPTION OF SPECIFICATION	SOUTH AFRICAN STD
Rolling Bearings-Tolerances Part 1: Terms and Definitions	SANS 350-1
Rolling Bearings-Tolerances Part 2: Measuring and gauging principles and methods	SANS 350-2
Rolling Bearings- Static load ratings	SANS 351
Roller Bearings- Thrust bearings - Boundary dimensions, general plan	SANS 352
Rolling Bearings- Plummer block housings - Boundary dimensions	SANS 353
Roller Bearings- Dynamic load ratings and rating life	SANS 354
Rolling Bearings-Tapered roller bearings - Boundary dimensions and series designations	SANS 355
Rolling Bearings-Radial bearings - Tolerances	SANS 356
Heat treated steels, alloy steels and free-cutting steels Part 17 Ball and roller bearing steels	SANS 357-17
Rolling Bearings- Internal clearance part 1: Radial internal clearings for radial bearings	SANS 359-1
Rolling Bearings- Needle roller bearings track rollers – Boundary dimensions and tolerances	SANS 360
Rolling Bearings- Tapered rolling bearings - Designation system	SANS 361
Plain Bearings - Testing of bearing metals - Resistance to corrosion by lubricants under static conditions	SANS 363
Plain Bearings - Aluminum alloys for solid bearings	SANS 365
Plain Bearings - Requirements on backings for thick-walled multilayer bearings	SANS 366
Plain Bearings - Testing under conditions of hydrodynamic and mixed lubrication in test rigs	
Rolling bearings - Radial bearings - Boundary dimension, general plan	SANS 445
Rolling bearings - Needle roller bearings, dimension series 48, 49 and 69 – Boundary dimensions and tolerances	SANS 1206
Bearings Part 2: Rolling bearings Section 29: Explanatory notes on ISO 281-1:1977	SANS 1701-2-29
Plain bearings - Sintered bushes - Dimensions and tolerances	SANS 2795
Rolling bearings - Needle rollers - Dimensions and tolerances	SANS 3096
Rolling bearings - Cast and pressed housing for insert bearings	SANS 3228
Plain bearings - Terms, definitions, classifications, and symbols Part 1: Design, bearing materials and their properties	SANS 4378-1
Plain bearings - Terms, definitions, classifications, and symbols Part 2: Friction and wear	SANS 4378-2
Plain bearings - Terms, definitions, classifications, and symbols Part 3: Lubrication	SANS 4378-3

Scope of Work
For the Supply of Transmission Belts and Bearings on an as and when required basis
for a period of Three (3) years.

Plain bearings - Terms, definitions, classifications, and symbols Part 4: Basic symbols	SANS4378-4
Plain bearings - Terms, definitions, classifications, and symbols Part 5: Application of symbols	SANS4378-5
Plain bearings - Copper alloy bushes	SANS 4379
Plain bearings - Tin casting alloys for multilayer plain bearings	SANS4381
Plain bearings - Copper alloys part 1: Cast copper alloys for solid and multilayer thick-walled plain bearings	SANS 4382-1
Plain bearings - Copper alloys part 2: Wrought copper alloys for solid plain bearings	SANS 4382-2
Plain bearings- Multilayer materials for thin-walled plain bearings	SANS 4383
Plain bearings - Hardness testing of bearings metals - Part 1: Multilayer bearings materials	SANS 4384-1
Plain bearings - Hardness testing of bearings metals - Part 2: Solid materials	SANS4384-2
Plain bearings- Compression testing of metallic bearing materials	SANS4385
Plain bearings - Metallic multilayer plain bearings Part 1: Non- destructive ultrasonic testing of bond	SANS 4386-1
Plain bearings - Metallic multilayer plain bearings Part 2: Destructive testing of bond for bearing metal $\geq 2\text{mm}$	SANS4386-2
Plain bearings - Metallic multilayer plain bearings Part 3: Non-destructive penetrant testing	SANS 4386-3
Plain bearings - Thin-walled half bearings - Checking of peripheral length	SANS6524
Plain bearings - Ring type thrust washers made from strip -Dimensions and tolerances	SANS 6525
Plain bearings - Appearance and characterization of damage to metallic hydrodynamic bearings - Part 1: General	SANS 7146-1
Plain bearings - Appearance and characterization of damage to metallic hydrodynamic bearings - Part 2: Cavitation erosion and its countermeasures	SANS 7146-2
Rolling bearings - Radial ball bearings with flanged outer ring - Flange dimensions	SANS 8443
Technical drawings - Rolling bearings Part 1: General simplified representation	SANS 8826-1
Rolling bearings - Inset bearings and eccentric locking collars – boundary dimensions and tolerances	SANS 9628
Rolling bearings - Sleeve type linear ball bearings – Boundary dimensions and tolerances	SANS 10285
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Plain bearings - Pedestal plain bearings Part 1: Pillow blocks	SANS 11687-1
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Rolling bearings - Single-row cylindrical roller bearings - Chamfer dimensions for loose rib and non-rib sides	SANS 12043
Rolling bearings - Single-row angular contact ball bearings - Chamfer dimensions for outer ring non-thrust side	SANS 12044

Scope of Work
For the Supply of Transmission Belts and Bearings on an as and when required basis
for a period of Three (3) years.

Plain bearings - Lubrication holes, grooves, and pockets -Dimensions, types, designation, and their application to bearing bushes	SANS 12128
Plain bearings Part 1: Fits	SANS 12129-1
Plain bearings Part 2: Tolerances on form and position and surface roughness for shafts, flanges and thrust collars	SANS 12129-2
Spherical plain bearings Part 1: Radial spherical plain bearings	SANS 12240-1
Spherical plain bearings Part 2: Angular contact radial spherical Plain bearings	SANS 12240-2
Spherical plain bearings Part 3: Thrust spherical plain bearings	SANS 12240-3
Spherical plain bearings Part 4: Spherical plain bearing rod ends	SANS 12240-4
Plain bearings - Quality control techniques and inspection of geometrical and material quality characteristics	SANS 12301
Plain bearings - Quality characteristics - Statistical process control	SANS 12302
Plain bearings - Measurement of all thickness of thin-walled half bearings and thin-walled bushes	SANS 12306
Plain bearings - Wrapped bushes Part 1: Checking the outside diameter	SANS 12307-1
Plain bearings - Quality assurance - Sample types - Definitions, applications and testing	SANS 12308

Scope of Work
For the Supply of Transmission Belts and Bearings on an as and when required basis
for a period of Three (3) years.

6. BATTERY LIMITS- INCLUSIONS AND EXCLUSIONS.

List the boundaries in terms of equipment (Foskor plant specific). Up to where it is Foskor's responsibility and where/what is the contractor's responsibility.

WHO WILL SUPPLY THE FOLLOWING?					
N/A = NOT APPLICABLE C = CONTRACTOR FF = FOSKOR, FREE OF CHARGE FC = FOSKOR, AT COST TO CONTRACTOR					
1.Sanitary -		2.Transport		3.Electrical	
Water on site and toilet facilities / janitorial services	C	2.1 Labour	C	3.1 Generators	C
1.2 Potable connection point	C	2.2 Materials	C	3.2 Electrical Extensions	C
1.3 Connection to construction water supply	C	2.3 Equipment	C	3.3 COC Site Establishment	C
1.4 Change rooms	C	2.4 AllTMS	C	3.4 Temporary lighting	C
				Electrical connection point- if available	FF
				Connection to Electrical supply	C
				Electric panel+ distributing wiring	C
				Power for tools on site from existing Foskor electrical supply point (Welding plugs and 220v plugs	C
				3.9 Generator for shutdown days	C
4. Quality-		5. Security		6. Lifting and Rigging	
4.1 Plan, Management, QA, QC	C	5.1 Site Security	C	All rigging equipment (Slings, Chain blocks, turfers, etc.	FF
4.2 All quality test Civil, Paint, Mechanical, etc.	C	5.2 Foskor ID Card	C	6.2 Rigger	FF
4.3 Sampling and laboratory testing	C			6.3 Mobile cranes	FF
7. Medicals-		Communication devices-All communication devices like laptops, computers, networks, radios, cellphones, etc.	C	9. PPE	
7.1 Entry and Exit	C			9.1 Supply, Issue, inspect and manage	C
7.2 First aid box at place of work	C				
10 Site Surveys	C	Site File Foskor will issue template	FF	12 Training & Authorizations	
		Ensure file conform/ populate to Foskor standards	C	12.1 All Required Training	C

Scope of Work
For the Supply of Transmission Belts and Bearings on an as and when required basis
for a period of Three (3) years.

WHO WILL SUPPLY THE FOLLOWING?					
N/A= NOT APPLICABLE C = CONTRACTOR FF = FOSKOR, FREE OF CHARGE FC = FOSKOR, AT COST TO CONTRACTOR					
				12.2 Authorisation -As per Foskop COP	FF
13. Site Establishment		14. Waste management on site		15. Painting - All Equipment and tools paint, labour, etc	C
13.1 Site office/s with suitable facilities for daily "Green Area" meetings, and lunch area	F	14.1 Transport all waste to Foskop designated waste sites	C		
13.2 Site establishment space	FF				
16 Scaffolding		17 Labour		18. Compressed air	
16.1 Scaffolding Supply & Erect	FF	17.1 All labour as per Scope of Work to execute tasks including management	C	18.1 Sandblasting or flash blast	C
16.2 Scaffolds be managed by the Contractor	C			18.2 Compressor	C
16.3 Cherry Picker's - only if and when available by pre booking	FF			18.3 Air for power tools - If available	FF
16.4 Cherry Picker's Driver-Trained and authorized driver	C				
19 Fuel		20. Storage and Inventory control		21 Consumables	
19.1 Fuel Supply	C	20.1 Protective coverings/tarpaulins	C	21.1 Welding rods	C
19.2 Fuel storage	C	20.2 Storage area and inventory control	C	21.2 Bolts & Nuts	C
19.3 Fuel fire protection	C			21.3 Etc	C
19.4 Refuelling	C				
22 Tools & Equipment		23 Certificates -		24 Training	
22.1 All Portable electrical Equipment	C	Supply All certificates as required		All required training and training manuals as required to ensure that Foskop can train its workforce and operate the plant/ equipment safely	C
22.2 Hot Work Equip as per Foskop COP - Welding Machines, Gas Cutting, Grinding, Gauqing, etc	C			All manuals and related documents to be supplied to project Eng and Foskop Drawing office for safe keeping	C
22.3 Tools as required to execute task	C				

Scope of Work
For the Supply of Transmission Belts and Bearings on an as and when required basis
for a period of Three (3) years.

7. TENDER DELIVERABLES

The deliverables will include: -

- Complete Foskop pricing schedule (BOQ)
- Technical information as per Technical Evaluation Criteria.
- Tax Clearance Certificate
- Letter of Good standing (Workman's compensation)
- BBBEE Certificate
- Commercial documents requested by Procurement
- Not submitting the required documentation or not completing the documentation (Pricing Schedule) correctly may lead to a disregard of the tender.
- Take note of the tender evaluation documents that need to be submitted

8. SAFETY

Service provider to refer to the full and updated Foskop COP's available:

- i. The service provider and subservice providers need to comply with the Mine Health and Safety act at all times. All Foskop COP's Policies and procedures need to be adhered to.
- ii. Medical, Induction, Foskop ID Card, etc. is approximately R800 per Person. Exit medicals need to be done at termination of contract.
- iii. All vehicles and cranes and other TMM's to be inspected before entering Foskop Premises.
- iv. All person competencies to be verified before being allowed to work on Foskop premises for a specific task.
- v. Ensure all authorizations are in place as per the Foskop Safety System. Arrangement with Foskop training to be done by the service provider to ensure that authorization and training is conducted. Arrange timeously.
- vi. The service provider shall in general comply with the FOSKOR General Engineering Specifications,
- vii. COP's, latest revisions, and all relevant regulations
- viii. All service providers not in possession of a valid Foskop ID card must complete the Foskop induction course and must undergo a medical examination at the Foskop clinic for the service provider's account
- ix. The service provider shall be responsible for coordinating and integrating his schedule and responsibilities with other FOSKOR appointed contract manager on site for this Scope of Work.
- x. All personnel operating mobile equipment including LDV's must have a Foskop driver's permit.
- xi. An open Pit Licence is required for driving in the mining area's

Scope of Work
For the Supply of Transmission Belts and Bearings on an as and when required basis
for a period of Three (3) years.

9. LEGISLATIVE REQUIREMENTS- SUMMARY

9.1. Minimum Legislative Requirements:

The successful or appointed service provider shall comply with:

- i. The Mines Health and Safety Act with Regulations (Latest revision)
- ii. The National Road Traffic Act with Regulations (Latest revision)
- iii. All applicable national and international legislative requirements and regulations.
- iv. Foskop (Pty) Ltd. COP (Code of Practice) No. 25 for Service provider Control (Available on request)
- v. Foskop (Pty) Ltd. COP (Code of Practice) No. 59 for Trackless Mobile Machinery (Available on request)
- vi. All Foskop (Pty) Ltd. safety, health, quality and environmental procedures applicable to the successful application of the contract. (Available on request)
- vii. All Foskop procedures and policies applicable to the successful application of the contract. (Available on request)

9.2 Summarised requirements/extracts from Foskop COP's

Before entering and operating a service vehicle (Own vehicle) on the Foskop site, the appointed service provider shall:

- i. Ensure that his driver/s are in possession of a valid national driver's licence for the specific class of vehicle, has been tested by the Foskop mobile equipment training centre and authorised by a Foskop MHSA (Mines Health and Safety Act) regulation 2.13.1 appointee for the class of vehicle to be used on site.
- ii. (Contact the Foskop mobile equipment training centre on 015 789 2840 to make an appointment for competence testing and authorisations)
- iii. The appointed service provider shall, before entering and operating a vehicle or trailer on the Foskop premises:
- iv. Obtain permission from the Foskop Safety & Security manager to operate his nominated service vehicle/s or trailers on the Foskop site. (Forms will be provided)
- v. Obtain a certificate of fitness from the Foskop Light Vehicle maintenance workshop supervisor or appointed Foskop inspector for his nominated service vehicle/s. Inspections conducted daily between 08:00 and 08:30 and between 13:30 and 14:00 (Excl Fridays) at the Light Vehicle Maintenance workshop.
- vi. Submit the above permission and COF in at the main security office for issue of a vehicle access disk.
- vii. Ensure that his service vehicles / trailers have been inspected (Daily) in accordance with the Foskop standard (COP 59) to ensure that they are safe and fit for use. (Forms will be provided)
- viii. See Foskop COP 59, Trackless Mobile Machinery for details.

Scope of Work
For the Supply of Transmission Belts and Bearings on an as and when required basis
for a period of Three (3) years.

COP 25 - CONTRACTORS LEGAL OBLIGATION AND MINIMUM REQUIREMENTS:

Contractor must comply with the requirements below within 4 weeks from awarding the contract unless otherwise agreed with 3.1a and SHE Manager within 10 days from the awarding of such contract.

	Visitors	Short Term Contractors (1-5 days)
Definition	Consultations, Salespersons, Foskor arranged and organised visitor groups, Family of injured employees	Deliveries, Consultation, Specialist, Auditors for less than 5 days and do not exceed 4 visits year
Special conditions	May perform no work on site	May perform no physical work on site that will involve tools, equipment or machinery .
Supervision	The organiser is responsible for the group. The visitors <u>must</u> be accompanied by a Foskor Regulation 2.9.2, Regulation 2.6.1 or legally appointed person.	Direct supervision of Foskor appointed Regulation 2.9.2. and Regulation 2.6.1
Medical Surveillance	Only completed a declaration of fitness and health matters relevant to visit	Shortened medical surveillance Must declare Pregnancy and all chronic medical conditions at Mine Clinic
Permit required	Day Permit is obtained at Security (Valid for 1 day)	Short term ID card at Security Return permit to Security when completed. Permit each da
Induction	SHEQ Induction pamphlet only	Attend full Foskor Induction Site specific Induction SHE Induction Pamphlet
Minimum training	None	None
Letter of Good standing	Not required	Not required

10. Reminder of Risk identification - LIFE SAVING BEHAVIOURS

- Trackless Mobile Machinery
- Working at Heights
- Lock-out
- Lifting Machinery
- Working with live electrical installations
- Confined spaces
- Machine guarding
- Conveyors
- Machine Safety Devices
- Risk assessment is also on life saving behaviours - but this is applicable to all jobs and training apply to all that will do physical work!

10.1. Add any additional safety requirements

- ROPS (Rollover Protection Structure) for Tailings & Mine Pit

Scope of Work
For the Supply of Transmission Belts and Bearings on an as and when required basis
for a period of Three (3) years.

11. PARAMETERS

11.1. Specifications, Codes, Standards and Regulations

Latest addition of the South African National Standards in effects at the date of projects design shall establish the minimum requirements for design, materials and construction. This should be referenced with the Foskor General Engineering specifications and requirements of the Foskor SHEQ system (COP's)

No work shall be contemplated which is in breach of any Legislation in South Africa - Typically:

- Water license (04/B72K/ACGIJ/962)
- Occupational Health and Safety Act
- South African Mine Health and Safety Acts and regulations (Act 29 of 1996)
- Explosive Acts and Regulations - South Africa
- DWA and the National Water Act.
- Foskor COP's
- Foskor Engineering Specifications
- The latest revisions of the SANS standardized specifications and Foskor Specifications as applicable at the time of quotation shall apply to this contract.

12. Site Geography

The plant is located at Phalaborwa, Limpopo, South Africa

12.1. Ambient conditions

- Ambient temperature

Summer	35 Degrees Avg.	50 Degrees Max
Winter	17 Degrees Avg.	2 Degrees Min

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

Scope of Work
For the Supply of Transmission Belts and Bearings on an as and when required basis
for a period of Three (3) years.

12.2.Foskor General Engineering Specifications (should be consulted prior to finalization of any design or specification)

Name	Modified	Modified By
GS001- General Design Information - Rev 1	15 April 2016	Khayalihle Pepu
GS002 - Engineering Drawings - Rev 0	15 April 2016	Khayalihle Pepu
GS003 - Quality Control Procedures - Rev 0	15 April 2016	Khayalihle Pepu
GS005 - Concrete and formwork - Rev 0	15 April 2016	Khayalihle Pepu
GS007 - Plate work - Rev 0	15 April 2016	Khayalihle Pepu
GS008 - Welding procedures - Rev 0	15 April 2016	Khayalihle Pepu
GS009 - Structural fabrication and erection - Rev 0	15 April 2016	Khayalihle Pepu
GS011- Piping - Rev 0	15 April 2016	Khayalihle Pepu
GS012 - Pressure vessels - Rev 0	15 April 2016	Khayalihle Pepu
GS013M - Painting and Protective Coatings	15 April 2016	Khayalihle Pepu
GS014 - Rubberlining- Rev 0	15 April 2016	Khayalihle Pepu
GS015 - Fencing- Rev 0	15 April 2016	Khayalihle Pepu
GS016 - Roofing and side cladding- Rev 0	15 April 2016	Khayalihle Pepu
GS017 - Fuel- Rev 0	15 April 2016	Khayalihle Pepu
GS018 - Lubrication - Rev 0	15 April 2016	Khayalihle Pepu
GS019 - Liquid containment bund walls - Rev 0	15 April 2016	Khayalihle Pepu
GS020- General purpose. Valves - Rev 0	15 April 2016	Khayalihle Pepu
GS021- Gearboxes - Rev 0	15 April 2016	Khayalihle Pepu
GS022 - Chain blocks and .lever hoists - Rev 0	15 April 2016	Khayalihle Pepu
GSI--004- Field Instrumentation Standards - Rev 0		

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

Scope of Work
For the Supply of Transmission Belts and Bearings on an as and when required basis
for a period of Three (3) years.

13. GENERAL CONDITIONS.

13.1. Extensions and retentions

Description	Condition	Duration
Type of Contract	Foskor General condition of contract	
Escalation	Escalation formula to be supplied	Total duration of contract

All delays must be immediately brought under the attention of the section engineer and the responsible party agreed upon immediately.

13.2. After sales service or requirements

Supplier to be available for any warranty claims

14. TENDER EVALUATION CRITERIA

- a) As part of the process to assist with the evaluation of the bidder's proposal/quotation and to make an informed decision in the awarding of this tender, the following information is required
- b) The following tender evaluation criteria will be used for adjudicating the Contractor submitted tender.
- c) Please provide the required documentation as requested in the "Proof / documents to be submitted" column. Please be specific when submitting documents by ensuring it answer the item specified.
- d) Please use the annexure number as indicated to identify proof submitted.
- e) Failure to submit the relevant documentation as requested in the Evaluation criteria document may lead to a disregard of the submitted tender.

Scope of Work
For the Supply of Transmission Belts and Bearings on an as and when required basis
for a period of Three (3) years.

Evaluation Criteria (Technical)				
Bearing and Power transmission belts Contract				
No	Technical Criteria Description	% Contribution	Proof/ documents to be submitted	Notes
1	Experience & Team competence			
a)	Experience with the supply and delivery of Bearings and Power transmission belts on a contract and supplier held stock basis	20%	Attach Appointment letter or purchase order. Give reference list of contracts, with values and contact numbers for verification. (Please submit on a company letterhead)	1 Year = 4% 2 Years = 8% 3 Years=12% 4 Years= 16% 5+ Years = 20%
b)	Able to deliver within Two (2) hours of receiving Purchase Order *Foskor's reserves the right to inspect the stock holding warehouse	20%	Attach proof of location of stock yard with dispatch point that is within an hour travel time.	Travel time within hour of Foskor mine = 20% Travel time not within hour of Foskor mine=0%
2	Regulatory/ Legal / Licences / Registrations (where applicable)			
a)	ISO 9001 Accreditation certificate of a bidding company & supplier to the bidding company	20%	Submit valid Accreditation certificate of both bidding company and supplier of the bidding company	Submitted Accredited of both ISO 9001 certificates = 20% Not accredited=0%
3	Quality			
a)	Quality Planning, Quality assurance/control plan, Quality Control, Delivery Schedule (Storage facility)	20%	Submit Quality Control Procedure and Plan.	Acceptable= 20% Not acceptable =0%
4	Inventory Management Plan			
a)	Inventory Management Plan – Data Analysis, Previous supplier planning , Demand Forecasting	20%	Attached signed previous supplier Inventory Management Plan on a company letterhead	Submitted Complete Inventory Management Plan = 20% Incomplete =10% Not Submitted = 0%
Total Technical Score		100.00%		
Note: For the bid to be considered the bidder needs to score 70% and above, and comply to all mandatory requirements				

Scope of Work
Supply and Delivery of Power Transmission Belts and Bearings on an as and when required
for a period of Three (3) Years.

15. ACCEPTANCE

The conditions and requirements as stated in this "Scope of Work" are accepted with the following exceptions / exclusions: -

The conditions and requirements as stated in this "Scope of Work" are accepted with the following inclusions: -

Sub-contractor (Please provide list and function)

Note: It is imperative to complete this schedule in full where applicable, marked "N/A" where not applicable and signed off in full, unsigned bids will not be accepted. All the supporting documentation requested with the tender document, scope of work and evaluation criteria need to be submitted with the tender. Tenders received without supporting documentation requested for the tender evaluation will not be considered.

TECHNICAL:

Otis Mathebula
Tel: (015) 789 2629
Email: otism@foskor.co.za

COMMERCIAL:

Nandisa Tsutsu
Tel: (011) 347 0604
Email: nandisat@foskor.co.za

BIDDER: _____	_____	_____
SIGNATURE	DESIGNATION	DATE



Foskor (Pty) Ltd

**STANDARD TERMS AND CONDITIONS FOR
PROCUREMENT**

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WHEREBY THE PARTIES AGREE AS FOLLOWS -

1 INTERPRETATION

In the Agreement (as hereinafter defined) -

- 1.1 unless the context indicates otherwise, reference to one gender shall include the other gender, use of the singular shall include the plural and *vice versa*, and reference to persons or third parties shall include natural as well as legal persons and associations, whether incorporated or otherwise.
- 1.2 the use of the word “including” (or the like) followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example/s.
- 1.3 unless the context indicates otherwise, any reference to “days” shall be a reference to calendar days.
- 1.4 the expiration or termination of this Agreement shall not affect such of the provisions of this Agreement which expressly provide that they will operate after any such expiration or termination or which by necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.5 the terms of this Agreement having been negotiated, the contra proferentem rule shall not be applied in the interpretation of this Agreement.
- 1.6 if any provision in a definition clause is a substantive provision conferring any right or imposing any obligation on any Party, then, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in this Agreement.

2 DEFINITIONS

The following words / expressions shall have the meaning(s) respectively set out opposite them, unless it appears otherwise from the context of the Agreement: -

- 2.1 **"Acts"** means the common law, all applicable statutes, statutory instruments, by-laws, regulations, ordinances, orders, rules and other secondary provincial or local legislation, treaties, judicial decisions, directives and codes of practice having force of law in the Republic of South Africa or any other country having jurisdiction over either of the Parties or to the performance of the Services and with which the Parties are bound to comply;
- 2.2 **"Affiliate"** means, with respect to any entity, any other entity which -
- 2.2.1 is a subsidiary or a holding company or a subsidiary of the holding company of such entity. In regard to this definition the terms "subsidiary" and "holding company" shall have the meaning assigned thereto in Section 3 of the Companies Act, 2008 (Act 71 of 2008), provided that they shall also include any foreign entity which, had it been registered in terms of that Act, would fall within the ambit of such term; and/or
- 2.2.2 controls, is controlled by or is under common control with such entity. In regard to this definition the term **"control"** shall include control of any entity through any voting pool or other arrangement, the right to the exercise of voting rights, directly or indirectly, resulting in effective control of any entity and/or control of its management, and/or the right to appoint the majority of the members of the board of directors of any entity;
- 2.3 **"Agreement"** means these Standard Terms and Conditions read together with the Letter of Award and any Annexures to such Letter of Award and any Purchase Order issued by Foskor to the Supplier;
- 2.4 **"Applicable Specifications"** means the specifications as may be set forth in the Letter of Award or Purchase Order, any regulatory requirement in terms of the Acts, specifications or standards prescribed by the Original Equipment Manufacturer (OEM) or South African National Standards (SANS), to which a relevant Services must comply;
- 2.5 **"Authorised Access"** means access granted to the Supplier or its Personnel to enter an operational area of Foskor for the purpose of performing the Services in accordance with the Agreement and for no other purpose;
- 2.6 **"Authorised Sub-contractor"** means a third party approved by Foskor in terms of clause 30.2;

2.7 **"Causal Event"** means –

- 2.7.1 a compromise, scheme of arrangement or composition by the Supplier with any or all of its creditors;
- 2.7.2 liquidation of the Supplier or placement of the Supplier in judicial management or business rescue, whether provisionally or finally;
- 2.7.3 a default or cessation, or a reasonable prospect of cessation (as the case may be), of the Supplier's normal line of business;
- 2.7.4 the commission of any act or any omission which, if committed or omitted by an individual, would constitute an act of insolvency in terms of the Insolvency Act, 1936, or the existence of circumstances which would allow for the winding up of the Supplier in terms of the Companies Act, 2008, and/or in terms of the Close Corporations Act, 1984, as the case may be;
- 2.7.5 disposal by the Supplier of a material portion of its undertaking or assets; or
- 2.7.6 any Change of Control of the Supplier. A **"Change of Control"** shall be deemed to have occurred in circumstances where, subsequent to the Commencement Date, any person (whether natural, juristic or otherwise) acquires the ability, by virtue of ownership, rights of appointment, voting rights, management agreement, or agreement of any kind, to control or direct, directly or indirectly, the board or executive body or decision making process or management of the Supplier;

provided that the Causal Events set forth in sub clauses 2.7.3, 2.7.4, 2.7.5 and 2.7.6 shall be deemed to be Causal Events, if Foskor, acting in good faith, considers such events to be detrimental to it for sound business reasons;

- 2.8 **"Commencement Date"** means the date by which the rendering of the Services is to commence as set forth in the Letter of Award or relevant Purchase Order or Special Commercial Terms and Conditions, as the case may be;
- 2.9 **"Confidential Information"** means any information or data of any nature, tangible or intangible, oral or in writing and in any format or medium, which by its nature or content is or ought reasonably to be identifiable as confidential and/or proprietary to the Disclosing Party or which is provided or disclosed in confidence, and which the Disclosing Party or any person acting on behalf of the Disclosing Party may disclose or provide to the Receiving Party or which may come to the knowledge of the Receiving Party by whatsoever means. Without limitation, the Confidential Information of the Disclosing Party shall include the following even if it is not marked as being 'confidential', 'restricted' or 'proprietary' (or any similar designation) –
- a) information relating to the Disclosing Party's business activities or operations, business relationships, products, services, processes, data, and Staff, including agreements to which the Disclosing Party is a party;
 - b) information contained in or constituting or relating to the Disclosing Party's equipment, systems, machinery, hardware or software, networks, telecommunications services and facilities, including third party products, and associated material, and information or incidents concerning faults or defects therein;
 - c) the Disclosing Party's technical, scientific, commercial, financial and market information (including valuations and forecasts), methodologies, formulae and trade secrets;
 - d) the Disclosing Party's architectural information, demonstrations, plans, designs, drawings, processes, process maps, functional and technical requirements and specifications and the data relating thereto;
 - e) Intellectual Property that is proprietary to the Disclosing Party or that is proprietary to a third party, including but not limited to third party products and data relating to the customers of the Disclosing Party; and
 - f) business process outsourcing knowledge of the Disclosing Party and information relating to the Disclosing Party's current and existing strategic

objectives, strategy documents and plans for both its existing and future plant operations, information technology, processing, business processing and business process outsourcing;

However, Confidential Information excludes information or data which -

- i. is lawfully in the public domain at the time of disclosure thereof to the Receiving Party; or
- ii. subsequently becomes lawfully part of the public domain by publication or otherwise; or
- iii. is or becomes available to the Receiving Party from a source other than the Disclosing Party which is lawfully entitled without any restriction on disclosure to disclose such Confidential Information to the Receiving Party; or
- iv. is disclosed pursuant to a requirement or request by operation of law, regulation or court order but then only to the extent so disclosed and then only in the specific instance and under the specific circumstances in which it is obliged to be disclosed;

provided that -

- the onus shall at all times rest on the Receiving Party to establish that such information falls within such exclusions; and
- the information disclosed will not be deemed to be within the foregoing exclusions merely because such information is embraced by more general information in the public domain or in a Party's possession; and
- any combination of features will not be deemed to be within the foregoing exclusions merely because individual features are in the public domain or in a Party's possession, but only if the combination itself is in the public domain or in a Party's possession;

The determination of whether information is Confidential Information shall not be affected by whether or not such information is subject to, or protected by, common law or statute related to copyright, patent, trademarks or otherwise;

- 2.10 **"Contract Period"** means the period specified in the Letter of Award or relevant Purchase Order or Special Terms during which the Services are to be rendered by the Supplier in terms of the Agreement;
- 2.11 **"COP"** means codes of good practice compiled and regularly updated by Foskor;
- 2.12 **"Data"** means any data, including personal information, as defined in the Electronic Communications and Transactions Act, 2002, and any other applicable legislation;
- 2.13 **"Disclosing Party"** means the Party whose Confidential Information is disclosed;
- 2.14 **"Foskor"** means Foskor (Pty) Ltd, registration number 1951/002918/07, a private company duly incorporated in terms of the company laws of the Republic of South Africa;
- 2.15 **"Indemnitee"** means the Party that is indemnified;
- 2.16 **"Indemnitor"** means the Party that indemnifies the other Party;
- 2.17 **"Intellectual Property"** means any know-how (not in the public domain), invention (whether or not patented), design, trade-mark (whether or not registered), service marks, trade names, domain names, logos, get-up or Copyright Material (whether or not registered), goodwill, processes, process methodology and all other identical or similar intellectual property as may exist anywhere in the world and any applications for registration of such intellectual property. For the purposes of this definition, "Copyright Material" means any Material in which copyright subsists;
- 2.18 **"Letter of Award"** means a separate document issued by Foskor to the Supplier informing the Supplier that the contract for the rendering of Services has been awarded to it, whether conditional or unconditional;
- 2.19 **"Losses"** means all losses, liabilities, costs, expenses (including legal fees on the scale as between attorney and own client, tracing and collection charges, costs of investigation, interest and penalties), fines, penalties, damage, and claims;
- 2.20 **"Parties"** means Foskor and the Supplier, and **"Party"** means either of them;
- 2.21 **"Penalties"** means, if applicable, the penalties set out in the Letter of Award, Special Terms or relevant Purchase Order;

- 2.22 **"Personal Information"** shall mean personal information as defined in the POPIA.
- 2.23 **"Personnel or Staff"** means any employee, agent, consultant, sub-contractor or other representative of either party;
- 2.24 **"POPIA"** shall mean the Protection of Personal Information Act (Act Number 4 of 2013), as amended from time to time.
- 2.25 **"PPPFA"** means Preferential Procurement Policy Framework Act, 2000 and Preferential Procurement Regulations, 2017, as amended from time to time;
- 2.26 **"Price "** means the price and any fees and charges for the Services, as set forth in the Letter of Award or relevant Purchase Order and as may be further detailed in any applicable Special Commercial Terms and Conditions;
- 2.27 **"Purchase Order"** means a separate document(s) issued by Foscok to the Supplier in terms of the Agreement and in which Foscok requests the nature and scope of Services to be supplied and rendered by the Supplier to Foscok in terms of the Agreement, and any other information relevant to such request;
- 2.28 **"Receiving Party"** means the Party to whom Confidential Information is disclosed;
- 2.29 **"Services"** means the services and or deliverables described in the Letter of Award or relevant Purchase Order, Special Terms and or Scope of Work;
- 2.30 **"Service Manager "** means one or more individuals designated by each Party in terms of the Agreement, to whom critical communications regarding the Agreement will be addressed. Either Party may replace such individual appointed by that Party from time to time on reasonable prior notice;
- 2.31 **"SOP"** means standard operating procedures compiled and regularly updated by Foscok which regulate the best practices and manner in which work activities are to be performed;
- 2.32 **"Special Terms"** means any Special Commercial Terms and Conditions regulating the performance of the Services and attached to the Letter of Award or on the Purchase Order;

2.33 **"Supplier"** means the party to whom a Letter of Award and subsequent Purchase Orders have been issued and as is described therein;

2.34 **"Tender Documents"** means the documents comprising Foskor's invitation to tender and the documents comprising Supplier's response thereto, including the prescribed tender form, specifications, instructions, method statements or other enquiry documents in the tender process, scope of works, drawings, Applicable Specifications, timelines, charts and prices for the Services.

3 RECORDAL

3.1 Foskor wishes to procure Services which comply with Applicable Specifications and requirements set forth in the Agreement.

3.2 The Supplier represents that it has the necessary expertise, skill, know-how, qualifications, ability, capacity and resources, including financial resources, to render and perform the Services which meet the requirements set forth in the Agreement, to Foskor.

4 COMMENCEMENT AND DURATION

The Agreement shall commence on the Commencement Date and will terminate at the end of the Contract Period, unless terminated by either Party in accordance with the provisions of the Agreement.

5 THE RELATIONSHIP

5.1 The Supplier hereby acknowledges that any Affiliate of Foskor shall be entitled to benefit from the terms and conditions set forth in the Agreement. As such (i) any licence rights granted to Foskor shall be deemed to be granted to Foskor's Affiliates, unless specifically recorded otherwise in the Agreement; (ii) any Foskor Affiliate shall be entitled to procure Services from the Supplier in terms of the Agreement or may conclude a separate agreement with the Supplier if required.

5.2 The Supplier hereby acknowledges that to the extent that this Agreement or any Purchase Order executed under this Agreement regulates the supply of the Services to Foskor by the Supplier and which provides for pricing based upon pricing discounts or rebates or upon preferential pricing arising from the aggregation of supply, procurement or volumes by Foskor, then, and to that extent, Foskor shall be entitled to include within its supply, procurement or volumes, any volumes derived from its

Affiliates. This clause 5.2 is subject to the further qualification that, where an Affiliate, which has benefited from such pricing discounts or rebates or preferential pricing, ceases to be an Affiliate, then Foskor shall not be entitled to include volumes derived from such former Affiliate following the cessation of the former Affiliate's status as an Affiliate in any further supply, procurement or volumes.

6 SERVICES

- 6.1 The Supplier will provide the Services to Foskor subject to the terms and conditions of the Agreement.
- 6.2 Only Services may be supplied by the Supplier and no other or additional services or goods may be supplied by it in terms of the Agreement unless such other or additional services or goods and the specifications and applicable prices thereof have been set forth in an addendum to the Agreement and signed by both Parties.
- 6.3 Where other or additional services or goods are supplied without the written consent of Foskor, it shall be at the risk of the Supplier and the Supplier shall not be entitled to charge for such services or goods. The Supplier hereby indemnifies Foskor against any claims, loss or damage in respect of the other or additional services or goods supplied by the Supplier.
- 6.4 If the Supplier fails to supply the Services timely or at all, Foskor shall have the right in its sole discretion to obtain the Services from another source and the Supplier shall be liable for any additional cost or expense incurred by Foskor in doing so, without prejudice to any other rights which Foskor may have against the Supplier by reason of such failure.
- 6.5 Where goods are to be delivered as part of the Services, they must be delivered at the time and place provided for elsewhere in the Agreement or as stipulated by Foskor in the relevant Purchase Order. Time shall remain of the essence in respect of the performance by the Supplier. All risk of loss and damage shall be for the Supplier's account if any loss or damage is sustained in breach of any performance or delivery terms or instructions from Foskor's authorised representatives. Where no such instructions are explicitly given by Foskor, it shall be incumbent on the Supplier to make reasonable inquiry as to such performance or delivery terms. Foskor shall not be obliged to accept any goods delivered as part of the Services without delivery instructions and shall not be in breach of this Agreement should it refuse to take

delivery when no delivery instruction has been provided to the Supplier or requested by the Supplier prior to delivery.

- 6.6 Where the Supplier requires access to Foskop's premises to perform the Services, access will only be granted after all Health, Safety, Environmental and Security policies, procedures or protocols have been adhered to. Failing to comply in any manner with Health, Safety and Environmental and Security policies, procedures or protocols will lead to automatic cancellation of the Agreement without Foskop incurring any liability whatsoever. Access will only be granted for the time required to perform the Services. Should the Supplier or any of its Personnel access Foskop's premises, or any part thereof, without the necessary authority or at times not authorised, Foskop may terminate the Agreement immediately or impose such further requirements or restrictions on the Supplier's movement within the plant or operational area as deemed necessary to prevent unauthorised access, abuse of access or to prevent any harm that may have been caused by the Supplier or its Personnel by their conduct or presence.
- 6.7 Foskop shall not incur any liability whatsoever in cases where Foskop terminates the Agreement as provided for in clause 6.6.
- 6.8 The Supplier shall submit a fully resourced project schedule which shall include all activities to be performed and the dates by which such are to be performed to the Foskop Engineer for approval within 14 (fourteen) days of the Commencement Date. The Contractor shall be obliged to perform the Services in accordance with the dates set forth in such project schedule and shall, without affecting the Supplier's liability for its failure to meet the project time schedule, submit a revised schedule to the Foskop Engineer for approval whenever the Supplier's performance fails to meet the project schedule.

7 QUOTATIONS

Where Foskop requests the Supplier to provide a quotation in respect of any proposed other services, the Supplier shall furnish Foskop with a detailed written quotation which shall contain an all-inclusive price for such other services, the specifications to which the services will comply and any guarantee applicable to such services and the details as to the date until which such quotation shall be open for acceptance by Foskop. Where a written quotation does not state a date of expiry, it shall be open for acceptance by Foskop for a reasonable period, which period shall not be less than 120 (one hundred

and twenty) days following receipt by Foskop of such quotation. No contractual obligation is imposed on Foskop by it indicating the acceptability of the Supplier's quotation. In the absence of the Parties' specific written agreement to the contrary, it is the intention of the Parties that a new written agreement will be concluded in respect of any acceptable quotation prior to any legal obligations arising for either Party.

8 SERVICE LEVELS

- 8.1 The Supplier shall perform its obligations with promptness, diligence and courtesy. The Supplier shall execute the Services in a professional manner and in accordance with the practices and professional standards used in well-managed operations performing services.
- 8.2 The Supplier recognises that its failure to meet service levels set forth in the Agreement may have a material adverse impact on the business and operations of Foskop and that the damage from the Supplier's failure to meet any service level is not susceptible to precise determination. Accordingly, in the event that the Supplier fails to meet a service level, then in addition to all other remedies available to Foskop in law, Foskop may, where agreed upon in the Agreement, recover the applicable Penalty or enforce any right as set out in the Agreement and in law.
- 8.3 The Supplier shall be excused, to the extent to which, and for the period for which (excluding matters relating to health, safety and the environment), the Supplier fails to perform the Services, or some of the Services if such failure, non-performance or delayed performance is caused by -
- 8.3.1 Foskop or its Staff; or
- 8.3.2 an instance of *force majeure* as referred to in the Agreement.
- 8.4 In the event that Foskop is entitled to impose a Penalty under the Agreement and elects to enforce the Penalty, the amount of such Penalty shall be set forth as a deduction on the Supplier's next invoice. If there is no further invoice for the performance of Services in question, then the Supplier shall, at Foskop's election, either pay the amount of the Penalty to Foskop or provide Foskop with a credit note for such amount.
- 8.5 If the Supplier fails to meet any service level and such failure is due to its act or omission, the Supplier shall (i) investigate and report on the root causes of the failure to Foskop in writing; (ii) promptly correct the failure; (iii) advise Foskop, as and to the

extent requested by Foskop, of the status of remedial efforts being undertaken with respect to such failure and to make up any lost time; and (iv) take appropriate preventive measures to prevent the recurrence of the failure.

- 8.6 The Supplier shall be responsible for monitoring and measuring its performance against the service levels.
- 8.7 It is recorded that Foskop is entitled to reasonable access to all data in the Supplier's possession relating to the performance of the Services and the Supplier's performance against the service levels.
- 8.8 The Supplier shall provide Foskop with a set of soft-copy reports on the Supplier's performance against the service levels on a monthly basis. The Supplier shall also provide Foskop with detailed supporting information for each report as reasonably requested by Foskop.

9 MEETINGS AND REPORTS

The Parties shall attend the meetings specified in the Agreement. In addition, the Supplier shall attend all *ad-hoc meetings as reasonably* required by Foskop to ensure that the performance of Services is performed effectively and in accordance with the Agreement. In all meetings, minutes of the meeting shall be taken and signed off by Foskop as a true record of discussions and decisions taken at the meeting.

10 PRICE

- 10.1 The Price for the Services and providing any deliverables shall be as stated in the Letter of Award or relevant Purchase Order or relevant annexure to such Letter of Award.
- 10.2 Unless otherwise specified, all Prices set out in the Agreement are exclusive of Value Added Tax.
- 10.3 Both Parties acknowledge that the Prices specified in the Agreement are intended to compensate the Supplier fully for all Services to be performed and the supply of any related goods. Accordingly, Foskop will not be obligated to pay the Supplier any amounts in addition to those specifically described in the Agreement.

11 PAYMENT

- 11.1 Unless otherwise agreed in writing, invoices shall be rendered monthly in arrears and payment of the Supplier's invoices shall be made by Foscok within 30 (thirty) days from date of receipt thereof by Foscok's appointed Service Manager. It will be the responsibility of the Supplier to obtain the details of the applicable Service Manager from Foscok.
- 11.2 The invoice will set out the detail of the applicable Purchase Order, the Services performed and the dates upon which the Services were performed. Foscok shall be entitled to stipulate, on reasonable notice, additional invoicing requirements applicable to any Prices levied by the Supplier under the Agreement.
- 11.3 Foscok will make payment to the Supplier by means of electronic transfer to the Supplier's nominated bank account within the time period stated in clause 11.1.
- 11.4 The Supplier shall maintain complete and accurate records of all amounts invoiced to, and payments made by, Foscok under the Agreement in accordance with generally accepted accounting principles. The Supplier agrees to provide Foscok with any information with respect to each invoice as may be requested by Foscok to verify accuracy and compliance with the provisions of the Agreement.
- 11.5 The Supplier shall provide such information as is reasonably requested by Foscok to permit allocation of the Prices under the Agreement by legal entity, by business unit, by site, by client and by Service type.
- 11.6 Foscok may withhold any amounts that it disputes in good faith, provided that it furnishes the Supplier with reasons before the due date of payment. In the event that Foscok, following the resolution of the dispute, whether by negotiation or in accordance with clause 28, is found to be liable for the disputed amount, the maximum liability which Foscok may incur to the Supplier shall be limited to the payment of the amount so withheld, together with interest thereon at a rate equal to that of the prime rate from due date to date of actual payment, both days inclusive.
- 11.7 Any undisputed amount which is due and payable by Foscok to the Supplier, but unpaid may bear interest at a rate equal to that of the prime rate plus 2% from due date to date of actual payment, both days inclusive. The payment of interest as provided for herein shall be the limit of Foscok's liability to the Supplier for such unpaid amount and Supplier shall not be entitled to withhold the performance of the Services

where late payment by Foskop does not exceed 60 (sixty) days from date of receipt of the relevant invoice.

12 SUPPLIER'S STAFF

12.1 Should Foskop at any time have reason to believe that any member of the Supplier's Staff is failing to comply with applicable Acts or Foskop's COP's and SOP's health, safety, environmental and security procedures and guidelines, Foskop shall be entitled to deny such Staff-member access to any or all of Foskop's premises and require the Supplier to replace such Staff member without delay.

12.2 The Supplier accepts sole responsibility for all health and safety matters relating to its Staff in connection with or arising out of the performance of the Services for the duration of the Agreement, including:

12.2.1 providing and ensuring the health and safety of the Supplier's Staff and ensuring that the Supplier's Staff at all times adhere to the health and safety legislation and the terms and conditions of the Agreement; and

12.2.2 ensuring that the neither the health and safety of Foskop's Staff nor that of any third party is endangered in any way by the Supplier's activities or conduct in performing the Services.

12.3 Foskop shall be entitled, by giving no less than 48 (forty-eight) hours written notice to the Supplier setting out full and precise reasons, to require the Supplier to remove and replace any member of its Staff who, in the Foskop's reasonable opinion, is failing to perform their duties in a satisfactory manner and the Supplier shall take such steps as may be necessary to give effect to such notice.

12.4 It is hereby expressly agreed that the Supplier is not appointed to act as Foskop's agent as contemplated in the Construction Regulation, promulgated in terms of the Occupational Health and Safety Act 85 of 1993, as amended.

13 GIFTS AND FAVOURS

Foskop shall be entitled to terminate the Agreement forthwith if it is found that gifts or favours, not freely available to the public, were given by the Supplier, or any Staff, agent or representative of the Supplier to any officer or Staff of Foskop (or family of such Staff member) in contravention of Foskop's Gift Policy or the provision of clause 14 below.

14 BRIBERY AND CORRUPTION

- 14.1 Each Party shall comply with, and not contravene, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and Foskor's Code of Ethics and Business Conduct, Fraud Prevention and Ethics Policy or Gift Policy in obtaining and executing the Service/s. In determining whether or not bribery or corruption was or is being perpetrated regard shall be had to decisions taken in terms of the US Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010.
- 14.2 Either Party shall be entitled, notwithstanding its other legal remedies, to terminate the Agreement with immediate effect in the event that the other Party is not complying with the aforementioned Acts, Foskor's Code of Ethics and Business Conduct, Fraud Prevention and Ethics Policy or Gift Policy and claim damages from the other Party.

15 AUDITS

- 15.1 The Supplier shall allow Foskor, its auditors (including internal audit, Staff and external auditors) and inspectors as Foskor may from time to time designate in writing, access at all reasonable times to all financial and non-financial records relating to the performance of the Services, any facility or part of a facility at which the Supplier is performing the Services, the Supplier's site, the Supplier's Staff, and to any hardware, software used in the provision of the Services for the purpose of performing audits and inspections on the Supplier to (i) verify the accuracy of the Supplier's charges and invoices; (ii) verify the integrity of Supplier's data and examine the systems that process, store, support and transmit that data relating to the Services; and (iii) examine the Supplier's performance of the Services including: (a) verifying compliance with the service levels; (b) examining practices and procedures including security practices and procedures, systems, general controls, and the efficiency of the Supplier's operation to the extent relevant to the level of the Supplier's performance or charges under the Agreement; (c) verifying compliance with the terms of the Agreement; and (d) verifying compliance with any legislative or regulatory provision or regulation to the extent that such provision is material to Foskor; and (iv) the Supplier shall provide to Foskor's auditors and inspectors such assistance and co-operation as they may reasonably require, including installing and operating audit software. Foskor shall ensure that no unreasonable disruption to the Supplier's business operations take place and shall comply with the Supplier's reasonable security or confidentiality requirements.

- 15.2 The Supplier shall make available promptly to Foskor the findings of any review or audit conducted by the Supplier, its affiliates, or their Staff (including internal and external auditors), to the extent such findings reflect conditions and events which have a material impact on the Services or Foskor.
- 15.3 Promptly after any audit under clause 15.1 or 15.2 the Parties shall meet to review such audit findings and to mutually agree upon the appropriate manner in which to address the risks raised in the audit findings.
- 15.4 The Supplier shall retain a complete record of all financial and non-financial records relating to the Agreement to give effect to the provisions of this clause 15. The Supplier will retain and provide Foskor access upon request to the records, documents and other information until the later of: (i) 3 (three) years after termination of the Agreement; (ii) all pending matters relating to the Agreement (e.g. disputes) are closed; or (iii) such other period as is required by applicable law in relation to those records, documents or other information.

16 OBLIGATIONS OF FOSKOR

- 16.1 Foskor acknowledges that where its responsibilities are clearly defined in the Agreement, Foskor will use reasonable efforts to satisfy these responsibilities. Foskor's failure to perform any of its responsibilities explicitly set forth in the Agreement shall be deemed not to be grounds for termination by the Supplier unless the failure to perform amounts to a material breach of the Agreement on the part of Foskor.

17 OBLIGATIONS OF THE SUPPLIER

- 17.1 The Supplier shall employ competent, suitably qualified and trained Personnel to provide the Services to Foskor in terms of the Agreement.
- 17.2 The Supplier shall at all times conduct its relationships with its employees in a lawful manner and with full regard to the rules, regulations and laws of the Republic of South Africa.
- 17.3 The Supplier shall ensure that it and its Personnel shall adhere to Foskor's general security policies and procedures determined by Foskor from time to time.
- 17.4 The Supplier shall be obliged to procure that its Personnel who no longer require the right of access to Foskor's premises or any part thereof shall immediately

return all access cards, security codes and the like, as well as any other property belonging to Foskor.

17.5 The Supplier shall be liable to Foskor for any loss that Foskor or any of its Personnel and clients may suffer as a result of any negligence, theft, fraud or other criminal act of any Personnel of the Supplier, whilst on Foskor's or related property for the purpose of performing its obligations in terms of the Agreement.

17.6 Other than in respect of a breach of the Agreement on the part of Foskor which has remained unremedied after the Supplier has given Foskor due notice to correct same in accordance with clause 25, the Supplier shall not be relieved of any of its obligations in terms of the Agreement, notwithstanding that Foskor has failed to perform any of its own obligations, unless otherwise provided for in the Agreement.

17.7 The Supplier undertakes to consult with Foskor prior to it making changes to its management responsible for executing its obligations in terms of the Agreement.

18 INTELLECTUAL PROPERTY RIGHTS

18.1 Foskor retains all right, title and interest in and to Foskor's Intellectual Property.

18.2 The Supplier shall, upon accepting any Letter of Award or Purchase Order issued to it by Foskor, identify in writing in a schedule, to be attached to its acceptance, any Intellectual Property owned by the Supplier and which is relevant to the performance of the Services. In the absence of such a schedule identifying Supplier's Intellectual Property, it shall be assumed that no Supplier's Intellectual Property will be utilised in the supply of the Services.

18.3 The Supplier retains all rights, title and interest in and to the Supplier's Intellectual Property listed in the said schedule that is used in connection with the performance of its obligations. Insofar as is necessary for the performance of the Services, the Supplier hereby grants Foskor a non-exclusive license to utilise such Supplier's Intellectual Property for the continued operation of its facilities subject to the terms and conditions of this Agreement and warrants that it has good, unencumbered title and ownership to such Intellectual Property and is entitled to transfer and assign to Foskor (and its Affiliates) such licence pursuant to the Agreement. It is recorded that the costs for such licences shall be included in the Price set out in the Agreement.

- 18.4 The Supplier shall not introduce into Foskop's environment any third-party Intellectual Property or otherwise use such third-party Intellectual Property in the performance of its obligations without first obtaining Foskop's and the relevant third party's consent thereto.
- 18.5 The Supplier shall not, without Foskop's express prior written consent, use any third-party Intellectual Property licensed to Foskop whether to perform its obligations or for any other purpose whatsoever.
- 18.6 Foskop shall have all right, title and interest to all Intellectual Property developed or generated specifically for Foskop that may be required to enable the Supplier to perform its obligations in terms of the Agreement.
- 18.7 The Supplier hereby irrevocably assigns, transfers and conveys to Foskop without further consideration all of its rights, title and interest in all Intellectual Property rights and/or other proprietary rights in such materials referred to in clause 18.6, and where such materials have not yet been created, all future copyright therein (with immediate effect from the date that such copyright comes into existence). The Supplier agrees to execute any documents or take any other actions as may reasonably be necessary, or as Foskop may reasonably request in writing, to perfect Foskop's ownership of the Intellectual Property rights in such deliverables.

19 PROTECTION OF PERSONAL INFORMATION

- 19.1 The Parties acknowledge that for the purposes of the Agreement they have each disclosed, and each will in future disclose, to the other Personal Information regarding themselves and their respective employees, executives, shareholders and other persons as may have been, and will be, necessary for the purposes of concluding and executing this Agreement, and to further their business relationship. Further, it is acknowledged and agreed by the Parties that they each have the necessary consent to share or disclose the Personal Information and that the information may have value. The parties agree that they will at all times comply with POPIA, its Regulations and Codes of Conduct and that they shall each only collect, use, and process Personal Information disclosed to it pursuant to the Agreement in a lawful manner, and only to the extent required to perform their respective obligations in terms of the Agreement and to further their business relationship.

- 19.2 Each Party shall put in place, and at all times maintain, appropriate physical, technological, and contractual security measures to ensure the protection and confidentiality of Personal Information disclosed to it pursuant to the Agreement.
- 19.3 Each Party shall notify the other immediately where it has reasonable grounds to believe that Personal Information disclosed to it has been lost, destroyed, or accessed or acquired by any unauthorised person.
- 19.4 Unless required by law, neither Party shall disclose any Personal Information received by it from the other Party to any third party without the prior written consent of the other Party, and notwithstanding anything to the contrary contained herein, neither Party shall transfer any Personal Information out of the Republic of South Africa, without the explicit authorisation of the other Party and then subject to all requirements set forth in POPIA being complied with in respect thereof.
- 19.5 The Parties hereby undertake that they shall not, at any time copy, compile, collect, collate, process, mine, store, transfer, alter, delete, interfere with or in any other manner use Data for any purpose other than with the express prior written consent of the other Party, and to the extent necessary to provide the Services to Foskor.

20 CONFIDENTIALITY

- 20.1 The Disclosing Party shall disclose so much Confidential Information to the other Party as it deems appropriate in the circumstances. The Disclosing Party shall disclose such Confidential Information on a non-exclusive basis, either directly or indirectly
- 20.2 The Receiving Party acknowledges the great importance of the Confidential Information to the Disclosing Party and, where applicable, third party proprietors of such information, and recognises that the Disclosing Party and/or third party proprietors may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement.
- 20.3 The Receiving Party agrees and undertakes -
- 20.3.1 Except as permitted by this Agreement, not to disclose or publish any Confidential Information in any manner, for any reason or purpose whatsoever without the prior written consent of the Disclosing Party and provided that in the event of the Confidential Information being proprietary

to a third party, it shall also be incumbent on the Receiving Party to obtain the consent of such third party;

20.3.2 Except as permitted by this Agreement, not to utilise, employ, exploit or in any other manner whatsoever use the Confidential Information for any purpose whatsoever without the prior written consent of the Disclosing Party and provided that in the event of the Confidential Information being proprietary to a third party, it shall also be incumbent on the Receiving Party to obtain the consent of such third party;

20.3.3 Subject to clause 20.8, to restrict the dissemination of the Confidential Information to only those of its Staff who are actively involved in activities for which use of Confidential Information is authorised and then only on a "need to know" basis and the Receiving Party shall initiate, maintain and monitor internal security procedures reasonably acceptable to the Disclosing Party to prevent unauthorised disclosure by its Staff; and

20.3.4 To take all practical steps, both before and after disclosure, to impress upon its Staff who are given access to Confidential Information the secret and confidential nature thereof.

20.4 All Confidential Information disclosed by the Disclosing Party to the Receiving Party, or which otherwise comes to the knowledge of the Receiving Party, is acknowledged by the Receiving Party -

20.4.1 to be proprietary to the Disclosing Party or where applicable, the relevant third party proprietor; and

20.4.2 not to confer any rights of whatsoever nature in such Confidential Information on the Receiving Party.

20.5 The Receiving Party shall protect the Confidential Information in the manner, and with the endeavour, of a reasonable person protecting its own Confidential Information. In no event shall the Receiving Party use less than reasonable efforts to protect the confidentiality of the Confidential Information.

20.6 The Disclosing Party may at any time on written request to the Receiving Party, require that the Receiving Party immediately return to the Disclosing Party or destroy any Confidential Information and may, in addition, require that the Receiving Party furnish a written statement to the effect that upon such return or

destruction, it has not retained in its possession or under its control, either directly or indirectly, any such Confidential Information or material.

20.7 Notwithstanding the aforementioned, the Disclosing Party acknowledges that the Receiving Party may have a professional obligation to retain certain records and failure to do so may prejudice the professional standing of the Receiving Party. As such a copy of any material shall be kept in strictest confidence by the Receiving Party for records purposes only. All other copies shall be dealt with as per the request of the Disclosing Party in accordance with the abovementioned sub-clauses.

20.8 The Receiving Party shall procure that its Staff who have access to Confidential Information, give a written undertaking in favour of the Disclosing Party in regard to the Confidential Information on substantially the same terms and conditions contained within this Agreement in a form prescribed by the Disclosing Party. Foskop shall be entitled to deny a Supplier Staff member access to its premises or prevent such member conducting any work in relation to the Services should Foskop not be in receipt of a signed undertaking from such member on such terms and conditions as determined by Foskop. Foskop's failure to obtain receipt of the undertaking referred to in this clause 20.8 shall in no way detract from the Supplier's obligation in terms of this Agreement.

20.9 The Parties record that this clause 20 shall not be applicable where the Receiving Party discloses Confidential Information to (i) attorneys or auditors, provided that such disclosure is reasonably required by the Receiving Party for the purposes of conducting its business activities; or (ii) any Affiliate of either Party.

20.10 In the event that the Receiving Party is required to disclose the Confidential Information, the Receiving Party:

20.10.1 will advise the Disclosing Party thereof prior to disclosure, if possible;

20.10.2 will take such steps to limit the extent of the disclosure to the extent that it lawfully and reasonably practically can;

20.10.3 will afford the Disclosing Party a reasonable opportunity, if possible, to intervene in the proceedings; and

20.10.4 will comply with the Disclosing Party's requests as to the manner and terms of any such disclosure.

20.11 Nothing contained in the Agreement will restrict either Party from the use of any generic ideas, concepts, know-how, or techniques developed or learned by such Party in the course of performing any Services under the Agreement, provided that in doing so such Party does not disclose Confidential Information to third parties or infringe the Intellectual Property rights of the other Party or third parties who have licensed or provided materials to the other Party.

21 SUPPLIER'S WARRANTIES

21.1 The Supplier represents and warrants that (a) it has, and will acquire at its cost, all the necessary equipment, material, licences, permits, registration certificates, or other administrative authorisations required by applicable Acts required to perform its obligations in terms of the Agreement; (b) it has the experience, ability, expertise and adequate numbers of qualified Staff with suitable training, education, experience, knowledge and skill to perform its obligations in terms of the Agreement; (c) it will perform its obligations in a good, professional and workmanlike manner; and (d) it has the capacity and authority to enter into and perform in terms of the Agreement.

21.2 In addition to the warranties above, the Supplier warrants that (a) the Services and any related goods will comply with any standards having legally binding effect, will be fit for purpose, free of defects and comply with the Applicable Specifications stated in the Agreement; and (b) the Services will be free from all defects for a period of 12(twelve) months after installation and commissioning or such other period as specified elsewhere in the Agreement.

21.3 Should any defect in the Services arise within the period stated in 21.2 above, the Supplier will immediately, and at its cost, reperform or correct the unsatisfactory Services.

21.4 The Supplier warrants that it will at all times comply with all relevant Acts and/or rulings or codes of practice of any competent authority or industry body that has jurisdiction over the performance of its obligations undertaken in terms of the Agreement.

22 INDEMNITIES

22.1 The Indemnitor indemnifies the Indemnatee, including its Staff, and holds them harmless against all liabilities, costs, expenses, damages, compensation and losses

including such legal and attorneys' fees as between attorney and client suffered or incurred by the Indemnitee, caused by the acts or omission of the Indemnitor or its Staff or arising out of the Indemnitor or its Staff:

- 22.1.1 failing to comply with applicable Acts, including the Occupational Injuries and Diseases Act, No 130 of 1993 and any industry code/practice applicable to the performance of its obligations in terms of the Agreement;
- 22.1.2 polluting or damaging the environment, including the costs of clean-up and rehabilitation, relating to the performance of its obligations in terms of the Agreement;
- 22.1.3 causing the death or personal injury of any person and arising out of the performance of its obligations in terms of the Agreement;
- 22.1.4 damaging, loss of or destruction of any property arising out of the performance of its obligations in terms of the Agreement;
- 22.1.5 causing any third party claim against the Indemnitee arising out of or in connection with the performance of its obligations in terms of the Agreement;
- 22.1.6 breaching any acts relating to corruption;
- 22.1.7 breaching any warranties; and
- 22.1.8 breaching of any professional duty or of the provisions of the Agreement.

23 LIMITATION OF LIABILITY FOR INDIRECT DAMAGES

- 23.1 Notwithstanding any other provision of this Agreement to the contrary, neither Party shall be liable to the other for any indirect or consequential damages, including any loss of profit, anticipated savings or business, or for loss or damage to goodwill or reputation.
- 23.2 Nothing in this clause 23 will be taken as in any way reducing or affecting a general duty to mitigate loss suffered by a Party.

24 INSURANCE

Without in any way limiting the obligations, warranties, liabilities and responsibilities of the Supplier in terms of this Agreement or absolving the Supplier from such obligations,

warranties, liabilities and responsibilities, the Supplier shall procure and maintain (at its cost) for the duration of this Agreement adequate insurance cover, including comprehensive third-party public liability insurance cover, relevant to the obligations to be performed by the Supplier in terms of the Agreement.

25 TERMINATION

25.1 If either Party commits a material breach of the Agreement and/or breaches its professional duty and fails to remedy such breach within 14 (fourteen) days of receipt of a notice from the other Party calling upon it to do so, the notifying Party shall be entitled, in addition to any other rights and remedies that it may have in terms of the Agreement or otherwise, to terminate the Agreement upon written notice to the Party in breach, without prejudice to any claims which such Party may have for damages against the Party in breach. In the case of a material breach by Foskor, the Supplier shall be paid for work already performed (at the behest of Foskor) and signed off by Foskor in accordance with the Agreement up to date of termination. The aforementioned shall be the full damages which the Supplier shall be entitled to by reason of such termination and no other damages shall be claimable whatsoever.

25.2 If (i) a Causal Event occurs in respect of the Supplier or (ii) the Supplier fails to adhere to any legal requirement or (iii) breaches any term or condition of any licence, authorisation or consent held by Foskor and required by Foskor to conduct its business operations and which failure or breach Foskor, in its sole and reasonable discretion, considers to be detrimental to Foskor for sound business reasons; then Foskor shall be entitled, but not obliged, to terminate the Agreement on written notice to the Supplier, in which event such termination shall be without any liability other than for payment in respect of Services already performed in accordance with the Agreement up to date of termination and without prejudice to any claims which Foskor may have for damages against the Supplier. The Supplier shall be entitled, but not obliged, to terminate this Agreement with immediate effect on written notice to Foskor in the event that Foskor is provisionally or finally liquidated or placed under curatorship or business rescue.

26 TERMINATION OR SUSPENSION FOR CONVENIENCE

26.1 Foskor may terminate this Agreement in whole or in part for convenience and without cause at any time by giving the Supplier at least 90 (ninety) days prior written notice designating the termination date. The Supplier will immediately cease the

performance of the Services as at the termination date specified in such notice. Foskop shall have no liability to the Supplier with respect to such termination other than for payment in respect of Services already performed in accordance with the Agreement up to date of termination.

- 26.2 Foskop will be entitled to suspend the performance of the Services upon prior written notice for a period specified by Foskop ("Notice of Suspension").
- 26.3 Upon receipt of such Notice of Suspension, the Supplier will promptly suspend the performance of the Services, to the extent specified by Foskop, and will for the duration of such suspension properly maintain, care for, and protect the materials, supplies, consumables and equipment required to perform the Services. The Supplier will also use its best efforts to utilise its material, labour, consumables and equipment in such a manner as to mitigate costs associated with the suspension of the Agreement.
- 26.4 To the extent that the Notice of Suspension will affect the Price or the date for completion of the Services, the Supplier must furnish Foskop, within five (5) days of receipt of the Notice of Suspension, in writing with the potential increase in cost and any extension of time for completion of the Services and any impact on the Price. If the Supplier does not furnish Foskop with the potential increase in the cost or extension of time for completion within the aforesaid 5 (five) days, or such longer period as the Parties may agree in writing, the Supplier will be deemed to have waived any claim it may have for an increase in cost or extension of time by reason of the suspension of the Services.
- 26.5 If the period of suspension exceeds an uninterrupted period of 90 (ninety) days, either Party will have the right to terminate the Agreement. Foskop shall have no liability to the Supplier with respect to such termination other than for payment in respect of

Services already performed in accordance with the Agreement up to date of termination.

- 26.6 In the event that the notice of suspension is issued due to the Supplier's act, omission or breach of Agreement, the Supplier may not claim any compensation or extension of time by reason of such suspension.

27 FORCE MAJEURE

- 27.1 Neither Party shall be liable to the other for any Losses which are a result of any default or delay in the performance of its obligations under the Agreement if and to the extent such default or delay is caused, directly or indirectly, by any event, cause or circumstance beyond the reasonable control of such Party ("Force Majeure Event"), including forced plant shut downs or stoppages or orders suspending of operations or orders by regulatory authorities or breakdowns, pandemic, fire, flood, earthquake, elements of nature or acts of God, riots, strikes, lockout, civil disorders or other labour related disputes, rebellions or revolutions in any country or any other cause beyond the reasonable control of such Party.
- 27.2 The Party affected by the Force Majeure Event (the "Affected Party") shall, as soon as it becomes aware that a Force Majeure Event is likely to occur or has occurred, immediately notify the other Party in writing, setting out in detail the extent and expected duration of the Force Majeure Event. The Affected Party will immediately notify the other Party as soon as the Force Majeure event ceases.
- 27.3 The Affected Party shall then be excused from performance of its obligations to the extent and for the period that it is unable to perform those obligations as a result of the Force Majeure Event and neither Party shall be entitled to claim damages, penalties or other compensation from the other as a result of such Force Majeure Event or the failure by the Affected Party to perform. In addition, the unaffected Party shall not be obliged to counter-perform any obligation where performance of the Affected Party has not taken place due to a Force Majeure Event.
- 27.4 Where the inability of the Supplier to perform the Services due to a Force Majeure Event will, or is reasonably expected to, prevent, hinder, or delay Foskor for more than 3 (three) consecutive days from continuing or recommencing, as the case may be, its applicable operations, Foskor may, where the nature of the Services permit, procure such Services, or any portion thereof, from an alternate source and may terminate the Agreement in whole, or to the extent of the Services procured from the

alternative source, without liability to the Supplier, other than having to pay the Supplier for such Services performed in accordance with the provisions of the Agreement.

- 27.5 Notwithstanding the above, where the Force Majeure Event continues for an uninterrupted period of 30 (thirty) days, either Party may forthwith terminate the Agreement on 10 (ten) days written notice.

28 DISPUTE RESOLUTION

Any dispute arising between the Parties, or any claim by one Party against the other, regarding the existence, validity, interpretation or enforceability of the Agreement, a breach or alleged breach of the Agreement or the liability of a Party under this Agreement (all of the foregoing a "Dispute") shall be subject to the following dispute resolution procedure:

- 28.1 A Dispute will in the first instance be referred to duly authorised senior representatives of each of the Parties for resolution. If such Dispute is not resolved within 30 (thirty) days from date of referral, either party may refer the Dispute to arbitration in accordance with the rules of the Arbitration Foundation of Southern Africa ("AFSA").
- 28.2 The arbitration shall be held in Sandton, or such other location as agreed between the Parties, before a single arbitrator agreed on by the Parties, or should the Parties fail to agree on an arbitrator within 10 (ten) days after arbitration has been demanded, the arbitrator shall be nominated at the request of any Party by AFSA. The arbitration shall be held in the English language.
- 28.3 The arbitrator shall commence the arbitration within 21 (twenty-one) days and proceed as if time is of the essence in the arbitration proceeding and shall render his or her decision within 14 (fourteen) days following the conclusion of the hearing.
- 28.4 Any Party may appeal the decision of the arbitrator within a period of 20 (twenty) days after the arbitrator's ruling has been handed down by giving written notice to that effect to the other Party to the arbitration. The appeal shall be dealt with in accordance with the rules of AFSA by 3 (three) arbitrators appointed by AFSA.
- 28.5 The decision of the arbitrator shall be binding on the Parties to the arbitration after the expiry of the period of 20 (twenty) days from the date of the arbitrator's ruling if no appeal has been lodged by any Party or upon the issue of determination by the appeal panel, as the case may be. A decision, which becomes final and binding in

terms of this clause 28.5 may be made an order of court at the instance of any Party to the arbitration.

28.6 Each Party agrees to continue performing its obligations under the Agreement while any Dispute is being resolved except to the extent that the issue in Dispute precludes performance (dispute over payment shall not be deemed to preclude continued performance).

28.7 The Parties shall use commercially reasonable efforts to resolve Disputes arising under the Agreement as rapidly as possible.

28.8 This clause 28 shall not preclude either Party from applying for the granting of summary judgment (in cases of liquidated claims) or either Party from seeking urgent relief from the High Court of the Republic of South Africa or any other competent organs of state created for the specific purpose of regulating the business or industry activities in which the Parties are engaged.

28.9 Any dispute resolution or arbitration process under this clause 28 shall be conducted *in camera* and the Parties shall treat as confidential and not disclose to any third party, details of the Dispute, the conduct of the informal or formal dispute resolution proceedings or the outcome of the dispute resolution proceedings, without the written consent of the other Party provided that the Parties shall be entitled to disclose such information to such persons as are necessary to enable them to institute or defend their case.

29 NOTICES AND DOMICILIUM

29.1 The Parties hereto select the respective addresses appearing below for the purposes of receiving notices as contemplated in the Agreement and the serving of any legal documents (*domicilia citandi et executandi*). The addresses and/or electronic email address may be substituted by notice given as herein required.

29.1.1 Foskor (Pty) Ltd:

Block G
Riverview Office Park
Janadel Avenue
Midrand
1685

Tel: 011 347 0600

Fax: 011 347 0640

Supplier:

Such address and details as may be set forth in the relevant Purchase Order.

- 29.2 All notices, requests, demands, and determinations under the Agreement shall be valid and effective only if in writing, addressed to the recipient's responsible officer and if delivered by hand, mail, or email. In this regard, a notice, request, demand and determination under the Agreement will be deemed to have been received: (i) if delivered by hand, at the time and on the day that delivery is evidenced by a receipt declaration by a member of the addressee's Staff at the addressee's address, provided that if such time is not within normal business hours, then receipt shall be deemed received at the commencement of business on the next business day; (ii) if delivered by registered mail, 5 (five) days after posting if addressed within the Republic of South Africa to an address within the Republic of South Africa and 10 (ten) days after posting in all other instances, which delivery shall be evidenced by the registered mail receipt; and (iii) if delivered by email, at the time and on the date as reflected on the automated delivery receipt or confirmation of receipt from the relevant server of the recipient if before 4pm on a Business Day or, if after 4pm, on the next Business Day. For the avoidance of doubt, notice shall be deemed to have been given upon receipt of such delivery confirmation whether or not such notice has actually been read.
- 29.3 The Parties record that whilst they may correspond via email during the currency of the Agreement for operational reasons, formal legal process must be served at the physical addresses set out above and may not be served or given via email.
- 29.4 All notices of operational nature relating to the Agreement shall be given by the sender's service manager for that specific Service and addressed to the addressee's service manager or responsible engineer or employee for that Service. Any formal consent or approval or notice or demand or request required in terms of the Agreement must comply with clause 29.2, failing which it shall be deemed void.
- 29.5 Notwithstanding the foregoing, any notice of an operational nature given in writing, including one sent by data message, actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with the provisions of this clause 29.

30 GENERAL

- 30.1 The Supplier will not cede, delegate or assign any of its rights, benefits and/or obligations in terms of the Agreement, in whole or in part, to any third party without the prior written consent of Foskor.
- 30.2 The Supplier may not sub-contract its obligations under the Agreement without the prior written consent of Foskor. Should Foskor consent to such appointment, the Supplier shall at all times be responsible to Foskor for fulfilment of all the Supplier's obligations under the Agreement and remain Foskor's sole point of contact regarding the Services, including with respect to payment. No obligation shall arise between Foskor and any Authorised Sub-contractor, save for the correct performance of Services in terms of the Agreement.
- 30.3 Foskor shall have the right during the continued duration of the Agreement to revoke its approval of an Authorised Sub-contractor and direct the Supplier to replace such Authorised Sub-contractor upon 30 (thirty) days' notice if the Authorised Sub-contractor's performance is materially deficient, or *bona fide* doubts exist concerning the Authorised Sub-contractor's ability to render future performance because of changes in the ownership, management, and/or financial condition of the Authorised Sub-contractor, or there have been material misrepresentations regarding the Authorised Sub-contractor.
- 30.4 Neither Party shall during the currency of the Agreement and for a period of 1 (one) year after its termination, induce, encourage or procure any employee employed by the other Party to become employed by or associated directly or indirectly in any manner in the other. If an employee of either Party responds to an employment advertisement of the other Party, the Party seeking employees shall notify the other Party prior to commencing any formal procedures, in order to minimize business interruption.
- 30.5 Should any of the terms and conditions of the Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions shall be severable from the remaining terms and conditions which shall continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to negotiate an amendment to remove the invalidity.
- 30.6 The Supplier shall not make or issue any formal or informal announcement (with the exception of stock exchange announcements), advertisement or statement to

the press to any other person in connection with the details of the Agreement without the prior written consent of Foskor. No documents in possession of the Supplier or photos taken of Foskor's plant or mine may be disseminated or released to any third party without the prior written consent of Foskor.

- 30.7 No change, waiver or discharge of the terms and conditions of the Agreement shall be valid unless in writing and signed by an authorised representative of the Party against which such change, waiver or discharge is sought to be enforced, and any such change, waiver or discharge will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party hereto in exercising any right, power or privilege under the Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 30.8 Except where expressly provided as being in the sole discretion of a Party, where agreement, approval, acceptance, consent, or similar action by either Party is required under the Agreement, such action shall not be unreasonably delayed or withheld. An approval, acceptance, consent or similar action by a Party under the Agreement shall not relieve the other Party from the responsibility for complying with the requirements of the Agreement, nor shall it be construed as a waiver of any rights under the Agreement, except as and to the extent otherwise expressly provided in such approval, acceptance or consent.
- 30.9 The Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement, as at the date of signature of the Party last signing one of the counterparts. The Parties undertake to take whatever steps may be necessary to ensure that each counterpart is duly signed by each of them without delay.
- 30.10 The Agreement will be governed by and construed in accordance with the law of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such law.
- 30.11 The Parties agree that there are no other collateral terms or conditions to the Agreement, whether oral or written
- 30.12 In the event of a conflict between the documents comprising the Agreement, such conflict shall be resolved in accordance with the order of precedence (in

descending order of priority) as follows (i) the Letter of Award or relevant Purchase order and its annexures; (ii) the scope of work; (iii) the Specifications; (iv) the Special Terms; (v) these Standard Terms and Conditions.

- 30.13 The Supplier acts as an independent contractor and neither the Supplier nor Supplier's Authorised Sub-contractors are deemed to be either expressly or impliedly agents or employees of Foskor. The Parties also warrant and acknowledge that the relationship between them is not in the nature of a partnership and that neither Party is in any manner entitled to make or enter into binding agreements of any nature on behalf of the other Party.
- 30.14 Any provision of the Agreement which contemplates performance or observance subsequent to any termination or expiration of the applicable Agreement shall survive any termination or expiration of the applicable Agreement and continue in full force and effect.
- 30.15 Each Party agrees that, in its respective dealings with the other Party under or in connection with the Agreement, it shall act in good faith.
- 30.16 Each Party shall bear and pay its own costs of or incidental to the drafting, preparation and execution of the Agreement.

GENERAL BID CONDITIONS

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1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Foskor RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Goods** shall mean the goods required by Foskor as specified in its Bid Document;
- 1.5 **Parties** shall mean Foskor and the Respondents to a Bid Document;
- 1.6 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.7 **RFP** shall mean Request for Proposal;
- 1.8 **RFQ** shall mean Request for Quotation;
- 1.9 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.10 **Services** shall mean the services required by Foskor as specified in its Bid Document;
- 1.11 **Service Provider or Supplier** shall mean the successful Respondent;
- 1.12 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.13 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Foskor and are to be strictly adhered to by any Respondent to this RFX.

3 SUBMITTING OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Foskor no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 The Bid Documents must be completed in their entirety and Respondents are required to complete their Bid submissions legibly in non-erasable ink.
- 3.3 Bids shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Documents with the Bid number and subject marked on the front of the envelope.
- 3.4 The Respondent's return address must be stated on the reverse side of the sealed envelope.

4 USE OF BID FORMS

- 4.1 Where special forms and/or formats are issued by Foskor for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and/or formats and not in other forms and/or formats or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms and/or formats must be completed for submission and not a reprocessed copy or other format thereof.

- 4.3 Only if insufficient space has been allocated to a particular response may a Respondent submit additional information under separate cover using the Company's letterhead. This must be duly cross-referenced in the RFX.

5 VALIDITY PERIOD

- 5.1 The Respondents must hold their Bid valid for acceptance by Foskor at any time within the requested validity period after the closing date of the bid.
- 5.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change/s is as a direct and unavoidable consequence of Foskor's extension of the validity period.

6 SITE VISITS / BRIEFING SESSIONS

Respondents may be requested to attend a site visit or briefing session where it is necessary to view the site in order to prepare their Bids, or where Foskor deems it necessary to provide Respondents with further information to allow them to complete their Bids properly. Where such visits or sessions are indicated as compulsory in the RFX Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

7 CLARIFICATION BEFORE THE CLOSING DATE

Should clarification be required on any aspect of the Bid before the closing date, the Respondent must direct such queries to the contact person listed in the RFX Document in the stipulated manner.

8 COMMUNICATION AFTER THE CLOSING DATE

After the closing date of a Bid (i.e. during the evaluation period) the Respondent may only communicate with the General Manager Procurement.

9 UNAUTHORISED COMMUNICATION ABOUT BIDS

Where Bids are submitted to the General Manager, Procurement Respondents may at any time communicate with the General Manager on any matter relating to its Bid but, in the absence of written authority from the General Manager, no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or official of Foskor during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

10 POST TENDER NEGOTIATIONS

Foskor reserves the right to conduct post tender negotiations with the preferred bidder or a shortlist of preferred bidders. Should Foskor decide to conduct post tender negotiations, bidders will be requested to provide their best and final offers to Foskor based on such negotiations. A final evaluation will be conducted in terms of 80/20 or 90/10 (whichever is applicable) and the contract will be negotiated and awarded to the successful bidder(s).

11 RETURNABLE DOCUMENTS

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

12 DEFAULTS BY RESPONDENTS

If the Respondent, after it has been notified of the acceptance of its Bid fails to:

- 12.1 enter into a formal contract when called upon to do so within such period as Foskor may specify; or
- 12.2 accept an order in terms of the Bid;
- 12.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- 12.4 comply with any condition imposed by Foskor,

Foskor may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Foskor in calling for new offers or in accepting a less favourable offer.

13 CURRENCY

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [ZAR], save to the extent specifically permitted in the RFP.

14 PRICES SUBJECT TO CONFIRMATION

- 14.1 Prices which are quoted subject to confirmation will not be considered.
- 14.2 Firm prices quoted for the duration of any resulting order and/or contract will receive precedence over prices which are subject to fluctuation if this is in Foskor's best interests.

15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

16 EXCHANGE AND REMITTANCE

- 16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Foskor shall, if requested to do so by the Supplier/Service Provider, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 16.2 It is Foskor's preference to enter into Rand-based agreements. Foskor would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Foskor to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.

- 16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.
- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 16.5 Foskor will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods/Services were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.
- 16.6 Foskor reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

17 ACCEPTANCE OF BID

- 17.1 Foskor does not bind itself to accept the lowest priced or any Bid.
- 17.2 Foskor reserves the right to accept any Bid in whole or in part.
- 17.3 Upon the acceptance of a Bid by Foskor, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 17.4 Where the Respondent has been informed by Foskor of the acceptance of its Bid, the acknowledgement of receipt transmitted shall be regarded as proof of delivery to the Respondent.

18 NOTICE TO UNSUCCESSFUL RESPONDENTS

- 18.1 Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents must be informed of the name of the successful Respondent and of the reason as to why their Bids had been unsuccessful.

19 TERMS AND CONDITIONS OF CONTRACT

- 19.1 The Supplier/Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on a company letterhead. Any such submission shall be subject to review by Foskor's Legal Counsel who shall determine whether the proposed amendments /alternative(s) are acceptable or otherwise, as the case may be.

20 CONTRACT DOCUMENTS

- 20.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- 20.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Foskor's letter of acceptance / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 20.3 Should Foskor inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any

subsequent exchange of correspondence] as well as Foskor's Letter of Acceptance/Intent, shall constitute a binding contract until the final contract is signed.

21 LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid 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. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

22 IDENTIFICATION

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

23 RESPONDENT'S SAMPLES

- 23.1 If samples are required from Respondents, such samples shall be suitably marked with the Respondent's name and address, the Bid number and the Bid item number and must be despatched in time to reach the addressee as stipulated in the Bid Documents on or before the closing date of the Bid. Failure to submit samples by the due date may result in the rejection of a Bid.
- 23.2 Foskor reserves the right to retain samples furnished by Respondents in compliance with Bid conditions.
- 23.3 Payment will not be made for a successful Respondent's samples that may be retained by Foskor for the purpose of checking the quality and workmanship of Goods/Services delivered in execution of a contract.
- 23.4 If Foskor does not wish to retain unsuccessful Respondents' samples and the Respondents require their return, such samples may be collected by the Respondents at their own risk and cost.

24 SECURITIES

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Foskor for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Foskor to make good any loss or damage which Foskor may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 Additional costs incurred by Foskor necessitated by reason of default on the part of the Supplier/Service Provider in relation to the conditions of this clause 24 will be for the account of the Supplier/Service Provider.

25 PRICE AND DELIVERY BASIS FOR GOODS

- 25.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [ICC Incoterms 2010] price basis in accordance with the terms and at the delivery point or points specified in Foskor's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.
- 25.2 Respondents must furnish their Bid prices in the Price Schedule of the Bid Documents on the following basis:
- a) Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.
 - b) Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [ICC Incoterms 2010] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

26 EXPORT LICENCE

The award of a Bid for Goods to be imported may be subject to the issue of an export licence in the country of origin or supply. If required, the Supplier/Service Provider's manufacturer or forwarding agent shall be required to apply for such licence.

27 QUALITY OF MATERIAL

Unless otherwise stipulated, the Goods offered shall be NEW i.e. in unused condition, neither second-hand nor reconditioned.

28 DELETION OF ITEMS EXCLUDED FROM BID

The Respondent must delete items for which it has not tendered or for which the price has been included elsewhere in its Bid.

29 VALUE-ADDED TAX

- 29.1 In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held or already in transit to South Africa, the prices quoted by the Respondent are to be exclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.
- 29.2 In respect of foreign Services rendered:
- a) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
 - b) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

30 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

- 30.1 Method of Payment
- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.

- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 30.1 (a) above. Failure to comply with clause 30.1 (a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Supplier/Service Provider**] shall, where applicable, be required to furnish a guarantee covering any advance payments.

30.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated as from the date of receipt by Foskor of the Supplier/Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects as referred to in the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documentation.

31 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

31.1 Contract Quantities

- a) It must be clearly understood that although Foskor does not bind itself to purchase a definitive quantity under any contract which may be entered into pursuant to this Bid, the successful Respondent nevertheless undertakes to supply against the contract such quantities as may be ordered against the contract, which orders are posted or delivered by hand or transmitted electronically on or before the expiry date of such contract.
- b) It is furthermore a condition that Foskor will not accept liability for any material/stocks specially ordered or carried by the Respondent with a view to meeting the requirements under any such contract.
- c) The estimated planned quantities likely to be ordered by Foskor per annum are furnished in relevant section of the Bid Documents. For avoidance of doubt the estimated quantities are estimates and Foskor reserves the right to order only those quantities sufficient for its operational requirements.

31.2 Delivery Period

- a) Period Contracts and Fixed Quantity Requirements
It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.
- b) Progress Reports
The Supplier/Service Provider may be required to submit periodical progress reports with regard to the delivery of the Goods/Services.
- c) Emergency Demands as and when required

If, due to unforeseen circumstances, supplies of the Goods/Services covered by the Bid are required at short notice for immediate delivery, the Supplier/Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Foskor reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The *Total or Partial Failure to Perform the Scope of Supply* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

32 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

32.1 Copyright

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Supplier/Service Provider for the purpose of contract work shall be governed by the Intellectual Property Rights section in the Terms and Conditions of Contract.

32.2 Drawings and specifications

In addition to what may be stated in any Bid Document, the Respondent should note that, unless notified to the contrary by Foskor or a designated official by means of an official amendment to the Bid Documents, it is required to tender for Goods/Services strictly in accordance with the drawings and/or specifications supplied by Foskor, notwithstanding that it may be aware that alterations or amendments to such drawings or specifications are contemplated by Foskor.

32.3 Respondent's drawings

Drawings required to be submitted by the Respondent must be furnished before the closing time and date of the Bid. The non-receipt of such drawings by the appointed time may disqualify the Bid.

32.4 Foreign specifications

The Respondent quoting for Goods/Services in accordance with foreign specifications, other than British and American standards, is to submit translated copies of such specifications with the Bid. In the event of any departures or variations between the foreign specification(s) quoted in the Bid Documents, full details regarding such departures or variations must be furnished by the Respondent in a covering letter attached to the Bid. Non-compliance with this condition may result in disqualification.

33 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

33.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the Secretary of the Acquisition Council or to a designated official of Foskor according to whichever officer is specified in the Bid Documents.

33.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.

33.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.

33.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to

Foskor by the South African representative or agents authorising them to enter into and sign such contract.

- a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
- b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
- c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Foskor, a certified copy thereof should be furnished.
- d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi*.

33.5 If payment is to be made in South Africa, the foreign Supplier/Service Provider [i.e. the principal, or its South African agent or representative], must notify Foskor in writing whether, for payment by electronic funds transfer [EFT]:

- a) funds are to be transferred to the credit of the foreign Supplier/Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
- b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

33.6 The attention of the Respondent is directed to clause 24 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

34 CONFLICT WITH ISSUED RFX DOCUMENT

34.1 Should a conflict arise between these General Bid Conditions and the issued RFX document, the conditions stated in the RFX document shall prevail.

35 DATABASE OF RESTRICTED SUPPLIERS (BLACKLISTING)

35.1 All the stipulations on Foskor's blacklisting process as laid down in Foskor's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.

35.2 Blacklisting is a mechanism used to exclude a company/person from future business with Foskor and other organs of state for a specified period. On completion of the blacklisting process, the blacklisted entity's details will be placed on National Treasury's Database of Restricted Suppliers for the specified period of exclusion.

35.3 The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

35.4 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Foskor may decide to terminate some or all existing contracts with the company/person as well.

35.5 A supplier/service provider or contractor to Foskor may not subcontract any portion of the contract to a blacklisted company.

35.6 Grounds for blacklisting include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:

- a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
- b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
- c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Foskor or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Foskor that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Foskor damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Foskor in bad faith.

35.7 Foskor recognizes that trust and good faith are pivotal to its relationship with its suppliers/service providers. When a dispute arises between Foskor and its supplier/service provider, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, Foskor will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) Vexatious proceedings. These are frivolous proceedings which have been instituted without proper grounds;
- b) Perjury. Where a supplier/service provider commits perjury either in giving evidence or on affidavit;
- c) Scurrilous allegations. Where a supplier/service provider makes allegations regarding a senior Foskor employee which are without a proper foundation, scandalous, abusive or defamatory.

- d) Abuse of court process. When a supplier/service provider abuses the court process in order to gain a competitive advantage during a bid process.
- 35.8 Where any person or Enterprise has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 Years, such person/Enterprise may also be blacklisted. Serious breaches of the law would include but are not limited to corruption, fraud, theft, extortion, or contraventions of the Competition Act 89 of 1998 (e.g. collusive tendering). This process excludes minor convictions such as traffic offences or personal disagreements between parties which have no bearing on the business operations of the person or Enterprise.
- 35.9 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's Register of Tender Defaulters.
- 35.10 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Foskor.
- 35.11 Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the Chief Financial Officer of Foskor (Pty) Ltd, whose decision shall be final.

36 PROTECTION OF PERSONAL DATA

- 36.1 Both Parties agree that they may obtain and have access to personal data as a result of the Bid process. The Parties shall at all times ensure that:
 - a) they process data only for the express purpose for which it was obtained;
 - b) once processed for the purposes for which it was obtained, all data will be destroyed to an extent that it cannot be reconstructed to its original form;
 - c) data is provided only to authorised personnel who strictly require the personal data to carry out the Parties' respective obligations in terms of the Bid process;
 - d) they do not disclose personal data of the other Party, other than as agreed in paragraph 37.3 below;
 - e) they have all reasonable technical and organisational measures in place to protect all personal data from unauthorised access and/or use;
 - f) they have appropriate technical and organisational measures in place to safeguard the security, integrity and authenticity of all data in its possession or under its control as a result of the Bid process;
 - g) such personal data is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access.
- 36.2 The Parties agree that if personal data will be processed for additional purposes beyond the original purpose for which it was obtained, explicit consent must be obtained beforehand from those persons whose information will be subject to further processing.
- 36.3 Should it be necessary for either Party to disclose or otherwise make available the personal data to any third party (including sub-contractors and employees), it may do so only with the prior written permission of the other Party. The Party requiring such permission shall require of all such third

parties, appropriate written undertakings to be provided, containing similar terms to that set forth in this paragraph 37, and dealing with that third party's obligations in respect of its processing of the personal data. Following approval by the other Party, the Party requiring permission agrees that the provisions of this clause 37 shall *mutatis mutandis* apply to all authorised third parties who process personal data.

- 36.4 The Parties shall ensure that any persons authorized to process data on their behalf (including employees and third parties) will safeguard the security, integrity and authenticity of all data. Where necessary to meet this requirement, the Parties shall keep all personal data and any analyses, profiles, or documents derived therefrom logically separated from all other data and documentation held by it.
- 36.5 The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the personal data in its possession or under its control. The Parties shall implement and maintain appropriate safeguards against the risks which it identifies and shall also regularly verify that the safeguards which it has in place has been effectively implemented.
- 36.6 The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected in relation to the Bid process, subject to any legal retention requirements. This may be at the request of the other Party and includes circumstances where a person has requested the Parties to delete all instances of their personal data. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any particular individual or organisation.
- 36.7 Personal Information security breach: Respondent's Obligations
 - a) The Respondent is required to notify the Information Officer of Foskor, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorised access or unlawful use of any personal data and shall, at its own cost, take all necessary remedial steps to mitigate the extent of the loss or compromise of personal data as quickly as is possible. The Respondent shall also be required to provide Foskor with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity of the unauthorised person who may have accessed or acquired the personal data.
 - b) The Respondent shall provide on-going updates on its progress in resolving the compromise at reasonable intervals until such time as the compromise is resolved.
 - c) Where required, the Respondent may be required to notify the South African Police Service; and/or the State Security Agency and where applicable, the relevant regulator and/or the affected persons of the security breach. Any such notification shall always include sufficient information to allow the persons to take protective measures against the potential consequences of the compromise.
 - d) The Respondent undertakes to co-operate in any investigation relating to security which is carried out by or on behalf of Foskor including providing any information or material in its possession or control and implementing new security measures.

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INTEGRITY PACT

Between

Foskor (Pty) Ltd

Registration Number: 1951/002918/07

("Foskor")

and

The Bidder / Supplier/ Service Provider / Contractor (hereinafter referred to as the "Bidder / Supplier")

PREAMBLE

Foskor values full compliance with all relevant laws and regulations, ethical standards and the principles of economical use of resources, fairness and transparency in its relations with its Bidders / Suppliers.

In order to achieve these goals, Foskor and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier's application for registration with Foskor as a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and / or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Bidders / Suppliers will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Foskor vendor.

1 OBJECTIVES

- 1.1 Foskor and the Bidder / Supplier agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
 - a) Enable Foskor to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
 - b) Enable Bidders / Suppliers to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF FOSKOR

Foskor commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles:

- 2.1 Foskor hereby undertakes that no employee of Foskor connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.
- 2.2 Foskor will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Foskor will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.
- 2.3 Foskor further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process.
- 2.4 Foskor will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

3 OBLIGATIONS OF THE BIDDER / SUPPLIER

- 3.1 The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:
- a) The Bidder / Supplier will not, directly or through any other person or firm, offer, promise or give to Foskop or to any of Foskop's employees involved in the bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and
 - b) The Bidder / Supplier will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Foskop, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The acceptance and giving of gifts may be permitted provided that:
- a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
 - b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
 - c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
 - d) a Bidder / Supplier does not give a Foskop employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
 - e) a Bidder / Supplier does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Foskop employee within a 12 (twelve) month period, irrespective of value;
 - f) a Bidder / Supplier may under no circumstances, accept from or give to, a Foskop employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any bid evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
 - g) a Bidder / Supplier may not offer gifts, goods or services to a Foskop employee at artificially low prices, which are not available to the public at those prices.
- 3.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.
- 3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Foskop as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- 3.6 A Bidder / Supplier of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- 3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Foscort or other competitors.
- 3.8 The Bidder / Supplier shall furnish Foscort with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.
- 3.9 The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Bidder/Supplier confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Foscort as follows:
- a) Human Rights
 - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
 - b) Labour
 - Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and
 - Principle 6: the elimination of discrimination in respect of employment and occupation.
 - c) Environment
 - Principle 7: Businesses should support a precautionary approach to environmental challenges;
 - Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
 - d) Anti-Corruption
 - Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT BIDDING

- 4.1 For the purposes of this undertaking in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
- a) has been requested to submit a Bid in response to this Bid invitation;
 - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and

- c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.
- 4.2 The Bidder has arrived at his submitted Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- 4.3 In particular, without limiting the generality of paragraph 4.2 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Bid;
 - e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
 - f) bidding with the intention of not winning the Bid.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her Bid relates.
- 4.5 The terms of the Bid as submitted 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.
- 4.6 Bidders are 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 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

5 DISQUALIFICATION FROM BIDDING PROCESS

- 5.1 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, FOSKOR may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- 5.2 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3, or any material violation, such as to put its reliability or credibility into question. FOSKOR may after following due procedures and at its own discretion also exclude the Bidder / Supplier from future bidding processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Supplier and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, FOSKOR reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 5.3 If the Bidder / Supplier can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, FOSKOR may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 DATABASE OF RESTRICTED SUPPLIERS (BLACKLISTING)

- 6.1 All the stipulations on Foscok's blacklisting process as laid down in Foscok's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.
- 6.2 Blacklisting is a mechanism used to exclude a company/person from future business with Foscok and other organs of state for a specified period. On completion of the blacklisting process, the blacklisted entity's details will be placed on National Treasury's Database of Restricted Suppliers for the specified period of exclusion.
- 6.3 The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.4 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Foscok may decide to terminate some or all existing contracts with the company/person as well.
- 6.5 A supplier or contractor to Foscok may not subcontract any portion of the contract to a blacklisted company.
- 6.6 Grounds for blacklisting include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
 - a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
 - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
 - c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Foscok or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Foscok that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Foscok damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Foscok in bad faith.
- 6.7 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's Register of Tender Defaulters.

- 6.8 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Foskor.

7 PREVIOUS TRANSGRESSIONS

- 7.1 The Bidder / Supplier hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Bidder's / Supplier's database or any bidding process.
- 7.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

8 SANCTIONS FOR VIOLATIONS

- 8.1 Foskor shall also take all or any one of the following actions, wherever required to:
- a) Immediately exclude the Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;
 - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;
 - c) Recover all sums already paid by Foskor;
 - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments, already made by Foskor, along with interest;
 - e) Cancel all or any other contracts with the Bidder / Supplier; and
 - f) Exclude the Bidder / Supplier from entering into any bid with Foskor in future.

9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Foskor employee has a personal financial interest in a bidding / supplying entity; and
 - b) A Foskor employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Foskor, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Foskor employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
 - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

Thus, conflicts of interest of any bid committee member or any person involved in the sourcing process must be declared in a prescribed form.

- 9.3 If a Bidder / Supplier has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Foskor employee / member of Foskor's Board of Directors in respect of a bid which will be considered for the bid process, the Bidder / Supplier:

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - b) must notify Foscok immediately in writing once the circumstances has arisen.
- 9.4 The Bidder / Supplier shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Foscok shall be entitled forthwith to rescind the contract and all other contracts with the Bidder / Supplier.

10 DISPUTE RESOLUTION

- 10.1 Foscok recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Foscok and its Bidder / Supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Foscok will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
 - b) **Perjury:** where a supplier make a false statement either in giving evidence or on an affidavit;
 - c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Foscok employee which are without proper foundation, scandalous, abusive or defamatory; and
 - d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid process.

11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the bidding processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 Should a Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Foscok employees, Foscok expects its Bidders / Suppliers to report this behaviour directly to a senior Foscok official / employee or alternatively by using Foscok's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

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NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made between

Foskor (Pty) Ltd [Foskor] [Registration No. 1951/002918/07]

whose registered office is at ,

and

the Company as indicated in the RFQ bid response hereto

WHEREAS

Foskor and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Bid Document.

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid** or **Bid Document** means Foskor's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

- 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Foskor:
 - 3.3.1 return all written Confidential Information [including all copies]; and
 - 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Bid and continue thereafter for a period of 5 [five] years.

6. PRINCIPAL

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Bid and in complying with the terms of this Agreement.

7. ADEQUACY OF DAMAGES

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Foskor may assign this Agreement at any time to any member of the Foskor Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

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FOSPHB-RFP-16-25/26-R FOR THE SUPPLY OF V BELTS AND BEARINGS ONCE-OFF

No	ITEM NO	DESCRIPTION	DESCRIPTION	BRAND NAME	Annual Usage	YEAR 1		YEAR 2		YEAR 3	
						U/Price	Total Year 1	U/Price	Total Year 2	U/Price	Total Year 3
1	0020001	BELT: VEE 16N 5070 MATCHED	BELT		2		R -		R -		R -
2	0020003	BELT: VEE WEDGE 13 N 1060 SPA	MATCHED		2		R -		R -		R -
3	0020004	BELT: VEE WEDGE 13 N 1500 SPA	MATCHED		4		R -		R -		R -
4	0020005	BELT: VEE WEDGE 13 N 1120 SPA	MATCHED		2		R -		R -		R -
5	0020006	BELT: VEE WEDGE 13 N 1600 SPA	MATCHED		2		R -		R -		R -
6	0020009	BELT: VEE 22N 3750	BELT		93		R -		R -		R -
7	0020011	BELT: VEE 13N X 2800 MATCHED	BELT		2		R -		R -		R -
8	0020012	BELT: VEE 3350 22N (SPC)	BELT		39		R -		R -		R -
9	0020013	BELT: VEE 16N X 3550 (SPB)	BELT		17		R -		R -		R -
10	0020016	BELT: VEE WEDGE 10 N 2030	BELT		2		R -		R -		R -
11	0020018	BELT: VEE SPC 4750 MATCHED	BELT		158		R -		R -		R -
12	0020019	BELT: VEE WEDGE 22 N 3000	MATCHED		162		R -		R -		R -
13	0020021	BELT: VEE WEDGE 22N X 7500 SPC	MATCHED		32		R -		R -		R -
14	0020023	BELT: VEE 13 X 8 X 1690 (A65)	MATCHED		2		R -		R -		R -
15	0020024	BELT: VEE WEDGE 22 N 4750	MATCHED		8		R -		R -		R -
16	0020027	BELT: VEE WEDGE 22N 4250	MATCHED		46		R -		R -		R -
17	0020038	BELT: VEE 10 X 960 A0 DUNLOP	BELT		2		R -		R -		R -
18	0020044	BELT: VEE 13 X 8 X 1660 (A64)	MATCHED		47		R -		R -		R -
19	0020045	BELT: VEE WEDGE 10 N 1800	MATCHED		2		R -		R -		R -
20	0020047	BELT: VEE WEDGE 10 N 1140	MATCHED		2		R -		R -		R -
21	0020048	BELT: VEE 13 X 8 X 1610 (A62)	BELT		2		R -		R -		R -
22	0020049	BELT: VEE 13 X 8 X 1330 (A51)	BELT		2		R -		R -		R -
23	0020050	BELT: VEE 13 X 8 X 1360	BELT		2		R -		R -		R -
24	0020052	BELT: V-BELT SPB 16N X 1260	BELT		88		R -		R -		R -
25	0020054	BELT: VEE 13 X 8 X 2020 (A78)	BELT		2		R -		R -		R -
26	0020055	BELT: VEE 13 X 8 X 2320 (A90)	BELT		2		R -		R -		R -
27	0020056	BELT: VEE 13 X 8 X 0770 (A29)	BELT		2		R -		R -		R -
28	0020057	BELT: VEE 13 X 8 X 0820 (A31)	BELT		2		R -		R -		R -
29	0020058	BELT: VEE 13 X 8 X 0900 (A34)	BELT		2		R -		R -		R -
30	0020059	BELT: VEE 13 X 8 X 0950 (A36)	BELT		2		R -		R -		R -
31	0020060	BELT: VEE 13 X 8 X 0920 (A35)	BELT		2		R -		R -		R -
32	0020061	BELT: VEE 13 X 8 X 1000 (A38)	BELT		2		R -		R -		R -
33	0020062	BELT: VEE 13 X 8 X 1250 (A48)	BELT		2		R -		R -		R -
34	0020063	BELT: VEE 13 X 8 X 1940 (A75)	BELT		2		R -		R -		R -
35	0020064	BELT: VEE 13 X 8 X 2470 (A96)	BELT		22		R -		R -		R -
36	0020065	BELT: VEE 13 X 8 X 3080 (A120)	BELT		2		R -		R -		R -
37	0020066	BELT: VEE 13 X 8 X 1430 (A55)	BELT		2		R -		R -		R -
38	0020069	BELT: VEE 13 X 8 X 1560 (A60)	BELT		6		R -		R -		R -
39	0020071	BELT: VEE 13 X 8 X 1100 (A42)	BELT		2		R -		R -		R -
40	0020074	BELT: VEE 13 X 8 X 1150 (A44)	BELT		6		R -		R -		R -
41	0020075	BELT: VEE 13 X 8 X 1280 (A49)	BELT		2		R -		R -		R -
42	0020076	BELT: VEE 13 X 8 X 1330 (A51)	BELT		2		R -		R -		R -
43	0020077	BELT: VEE 13 X 8 X 2190 (A85)	BELT		2		R -		R -		R -
44	0020078	BELT: VEE 13 X 8 X 1410 (A54)	BELT		46		R -		R -		R -
45	0020079	BELT: VEE 13 X 8 X 1810 (A70)	BELT		2		R -		R -		R -
46	0020081	BELT: VEE 17 X 11 X 2330 (B90)	BELT		2		R -		R -		R -
47	0020082	BELT: VEE 17 X 11 X 1160	BELT		3		R -		R -		R -
48	0020083	BELT: VEE 17 X 11 X 1110 (B42)	BELT		2		R -		R -		R -
49	0020084	BELT: VEE 17 X 11 X 1950 (B75)	MATCHED		2		R -		R -		R -
50	0020087	BELT: VEE 17 X 11 X 2100 (B81)	BELT		2		R -		R -		R -
51	0020089	BELT: VEE 17 X 11 X 3090 (B120)	BELT		2		R -		R -		R -
52	0020090	BELT: VEE 17 X 11 X 1570 (B60)	BELT		2		R -		R -		R -
53	0020093	BELT: VEE 17 X 11 X 1820 (B70)	BELT		2		R -		R -		R -
54	0020095	BELT: VEE 17 X 11 X 1850 (B71)	MATCHED		2		R -		R -		R -
55	0020096	BELT: VEE 17 X 11 X 2150 (B83)	BELT		18		R -		R -		R -
56	0020097	BELT: VEE 17 X 11 X 2890 (B112)	BELT		22		R -		R -		R -
57	0020098	BELT: VEE 17 X 11 X 1770 (B68)	BELT		2		R -		R -		R -
58	0020099	BELT: VEE 17 X 11 X 2710 (B105)	BELT		2		R -		R -		R -
59	0020100	BELT: VEE 17 X 11 X 2510 (B97)	BELT		2		R -		R -		R -
60	0020102	BELT: VEE 22 X 14 X 1780	BELT		31		R -		R -		R -
61	0020103	BELT: VEE 22 X 14 X 4070 (C158)	BELT		2		R -		R -		R -
62	0020105	BELT: VEE 22 X 14 X 3710 (C144)	BELT		108		R -		R -		R -
63	0020107	BELT: VEE 17 X 11 X 2410 (B94)	BELT		2		R -		R -		R -
64	0020111	BELT: VEE 22 X 14 X 2340 (C90)	BELT		10		R -		R -		R -
65	0020112	BELT: VEE 22 X 14 X 2900 (C112)	BELT		50		R -		R -		R -
66	0020113	BELT:VEE 22 X 14 X 3100 (C120)	MATCHED		92		R -		R -		R -
67	0020114	BELT: VEE 22 X 14 X 2720 (105)	BELT		26		R -		R -		R -
68	0020115	BELT: VEE 22 X 14 X 3100 (C120)	BELT		2		R -		R -		R -
69	0020117	BELT: VEE 22 X 14 X 2490 (C96)	BELT		12		R -		R -		R -
70	0020118	BELT: VEE WEDGE 22 N 2800	MATCHED		2		R -		R -		R -
71	0020119	BELT:VEE 22 X 14 X 3310 (C128)	MATCHED		104		R -		R -		R -
72	0020121	BELT: VEE 17 X 11 X 1520 (B59)	BELT		2		R -		R -		R -
73	0020123	BELT: VEE WEDGE 16 N 4820	MATCHED		2		R -		R -		R -
74	0020125	BELT:VEE 22 X 14 X 3210 (C144)	MATCHED		2		R -		R -		R -
75	0020126	BELT: VEE WEDGE 16 N 2530	MATCHED (uom: EACH)		38		R -		R -		R -
76	0020127	BELT: VEE 17 X 11 X 1410	BELT		4		R -		R -		R -
77	0020132	BELT: VEE 17 X 11 X 2020 (B78)	BELT		2		R -		R -		R -
78	0020133	BELT: VEE 17 X 11 X 2200 (B86)	BELT		2		R -		R -		R -
79	0020138	BELT: VEE 17 X 11 X 2250 (B87)	BELT		2		R -		R -		R -
80	0020139	BELT: VEE 17 X 11 X 1470 (B56)	MATCHED		2		R -		R -		R -
81	0020142	BELT: VEE 13 X 8 X 1310 (A50)	BELT		2		R -		R -		R -
82	0020143	BELT: VEE 13 X 8 X 1050 (A40)	BELT		2		R -		R -		R -
83	0020144	BELT: VEE 13 X 8 X 2120 (A82)	BELT		30		R -		R -		R -
84	0020148	BELT: VEE WEDGE 16 N 2020	MATCHED		43		R -		R -		R -
85	0020149	BELT: VEE WEDGE 16N 5070	MATCHED		2		R -		R -		R -
86	0020150	BELT: VEE WEDGE 25 N 5060	MATCHED		2		R -		R -		R -
87	0020151	BELT: VEE WEDGE 25N 7100	MATCHED		194		R -		R -		R -
88	0020153	BELT: VEE WEDGE 16 N 2680	MATCHED		6		R -		R -		R -
89	0020154	BELT: VEE 38 X 23 X 6140(E238)	MATCHED		39		R -		R -		R -
90	0020155	BELT: VEE WEDGE 16 N 2840	BELT		187		R -		R -		R -
91	0020156	BELT: VEE WEDGE 10 N 1520	MATCHED		2		R -		R -		R -
92	0020157	BELT: VEE WEDGE 10 N 1010	BELT		2		R -		R -		R -
93	0020164	BELT: VEE WEDGE 10 N 1200	MATCHED		2		R -		R -		R -
94	0020167	BELT: VEE WEDGE 16 N 2150	MATCHED(UOM:EACH)		30		R -		R -		R -
95	0020168	BELT: VEE WEDGE 10N 0800	(3V 315) MATCHED		2		R -		R -		R -
96	0020169	BELT: VEE WEDGE 16 N 4060	MATCHED		2		R -		R -		R -
97	0020175	BELT: VEE WEDGE 16 N 3170 MATC	BELT		10		R -		R -		R -
98	0020178	BELT: VEE WEDGE 16 N 2990	MATCHED		16		R -		R -		R -
99	0020179	BELT: VEE WEDGE 16 N 1800	BELT		2		R -		R -		R -
100	0020188	BELT: VEE WEDGE 10 N 1420	MATCHED		123		R -		R -		R -
101	0020189	BELT: VEE WEDGE 10 N 1200	MATCHED		2		R -		R -		R -
102	0020190	BELT: VEE WEDGE 10 N 1340	BELT		76		R -		R -		R -
103	0020193	BELT: VEE WEDGE 16 N 3340	MATCHED		2		R -		R -		R -
104	0020195	BELT: VEE WEDGE 10 N 1270	MATCHED		2		R -		R -		R -
105	0020199	BELT: VEE WEDGE 25 N 4560	MATCHED		2		R -		R -		R -
106	0020205	BELT: VEE WEDGE 16 N 2990	MATCHED		37		R -		R -		R -
107	0020206	BELT: VEE WEDGE 16 N 4560	MATCHED		2		R -		R -		R -
108	0020207	BELT: VEE WEDGE 10 N 1700	MATCHED		2		R -		R -		R -
109	0020208	BELT: VEE WEDGE 22 N 4500	MATCHED		168		R -		R -		R -
110	0020209	BELT: VEE WEDGE 22 N 3150	MATCHED		68		R -		R -		R -
111	0020211	BELT: VEE WEDGE 16 N 1590	BELT		24		R -		R -		R -
112	0020212	BELT: VEE WEDGE 22 N 2800	MATCHED		147		R -		R -		R -
113	0020214	BELT: VEE WEDGE 16 N 2280	MATCHED		20		R -		R -		R -
114	0020219	BELT: VEE WEDGE 10 N 1270	MATCHED		2		R -		R -		R -
115	0020220	BELT: VEE WEDGE 22 N 3150	BELT		2		R -		R -		R -
116	0020308	BELT: VEE VB22N X 3550 F	BELT: VEE VB22N X 3550 F		2		R -		R -		R -
117	0020333	V BELT SPA 1130	VB 13N X 1130		2		R -		R -		R -
118	0020334	BELT: POLY VEE M16 X 4470	BELT: POLY VEE M16 X 4470		11		R -		R -		R -
119	0020336	V BELT SPB 5380	VB 16N 5380		8		R -		R -		R -
120	0020338	V BELT SPC 2500	VB 22N X 2500		2		R -		R -		R -
121	0020339	V BELT SPC 5000	VB 22N X 5000		134		R -		R -		R -
122	0020354	V BELT: SPB 1900	VB17N X 1900		2		R -		R -		R -
123	0020356	V BELT SPB 2800	VB17N X 2800		2		R -		R -		R -
124	0020358	V BELT SPB 2400	VB 16N X 2400		2		R -		R -		R -
125	0020362	V-BELT SPB 3000Li	V-BELT SPB 3000Li		2		R -		R -		R -
126	0020363	V-BELT SPB 2650F	V-BELT SPB 2650F		35		R -		R -		R -
127	0020364	V-BELT SPB 1500 (VB17 X 1500)	V-BELT SPB 1500 (VB								

130	0020401	BELT: VEE WEDGE 13 N 1800	MATCHED		2	R -	R -	R -
131	0020402	BELT: VEE WEDGE 16 N1590	MATCHED		2	R -	R -	R -
132	0020403	BELT: VEE WEDGE 22 N 3350	MATCHED		2	R -	R -	R -
133	0020404	BELT: VEE WEDGE 10 N 1140	MATCHED		2	R -	R -	R -
134	0020405	BELT: VEE WEDGE 22 N 3150	MATCHED		20	R -	R -	R -
135	0020406	BELT: VEE WEDGE 22 N 6000	MATCHED		34	R -	R -	R -
136	0022004	BELT: VEE WEDGE 10 N 1800	MATCHED		2	R -	R -	R -
137	0022011	BELT: VEE WEDGE 22 N 6300	MATCHED FOR ALLIS CHALMERS 84		100	R -	R -	R -
138	0029001	BELT: VEE WEDGE 10 N 2150	BELT		2	R -	R -	R -
139	0029002	BELT: VEE WEDGE 22N 5300	MATCHED		16	R -	R -	R -
140	0029003	BELT: VEE WEDGE 22 N 5600 SPC	MATCHED		294	R -	R -	R -
141	0029007	BELT: VEE 22N 4000 (SPC)	MATCHED		104	R -	R -	R -
142	0029008	BELT: VEE WEDGE 22 N 4000	MATCHED		40	R -	R -	R -
143	0029009	BELT: VEE WEDGE 22N 4500	MATCHED		47	R -	R -	R -
144	0029011	BELT: VEE WEDGE 25 N 4560	BELT		2	R -	R -	R -
145	0029012	BELT: VEE SPC 3000 MATCHED	BELT(UOM:EACH)		173	R -	R -	R -
146	0150013	LINK: MASTER 3/4" PITCH	EACH		2	R -	R -	R -
147	0780600	BELT: VEE 17 X 11 X 1620	BELT		2	R -	R -	R -
148	0980001	BEARING: CUP/CONE TAPER ROLLER	497A x 2 + 493D x 1 (uom:SET)		2	R -	R -	R -
149	0980002	BEARING: LINEAR WAY	P/NO LWHT 55C 1BHS (uom:EA)		2	R -	R -	R -
150	0980035	BLOCK: PLUMMER SD 3138 C/W LAB	BLOCK		8	R -	R -	R -
151	0980062	BEARING: ROLLER 22215 C (75 X	22215 C (75 X 130 X 31MM) NSK 22215 CD E4 S11		2	R -	R -	R -
152	0980064	SLEEVE: ADAPTOR WITH NUT &LOCK	WASHER H309 (uom:EACH)		14	R -	R -	R -
153	0980065	BEARING: BALL 6002 RS	(15X32X9MM) NSK 6002 DV		2	R -	R -	R -
154	0980103	BEARING: BALL 6309 2RS	(45X100X25MM) NSK 6309 DDV		2	R -	R -	R -
155	0980105	BEARING: ROLLER 22311CK - DIP	BEARING		2	R -	R -	R -
156	0980107	BEARING: BALL 6308 2Z (40 X 90	BEARING: BALL 6308 2Z (40X90X23MM) NSK 6308 ZZ		2	R -	R -	R -
157	0980186	BEARING: BALL R&M DMJT 41/2 E	BEARING: BALL R&M DMJT 41/2 E		2	R -	R -	R -
158	0980187	BEARING: BALL (4 1/2 X 9 3/8 X	BEARING: BALL (4 1/2 X 9 3/8 X 2) RHP MJ 41/2 (PHOENIX RMS 36)		2	R -	R -	R -
159	0980188	BEARING: BALL R&M LJT 7 E	BALL R&M LJT 7E PHOENIX LJT 7M		2	R -	R -	R -
160	0980191	BEARING: BALL R&M MJT 3 1/2 SK	BALL R&M MJT 3 1/2 SKF RMS 28 3110-99-950-1941-2 RMS 28-9303		2	R -	R -	R -
161	0980194	BEARING: BALL R&M LJT 6E	BEARING: BALL R&M LJT 6E PHOENIX ALS 48 LJT 6EM		2	R -	R -	R -
162	0980206	BEARING: ROLLER CRL 7 (LRJ 7/8	(7/8 X 2 X 9/16) NL7 TEP STEYR (RELOID OIL PUMP MILL GEAR) 3110-99-950-0736-3; 3110-99-950-0736-3		2	R -	R -	R -
163	0980215	BEARING: BALL RLS 9 JAF RSL -	JAF RSL 9(1 1/8 X 2 1/2 X 5/8) RHP LJ2 1/8 (PHOENIX) (JAF)		2	R -	R -	R -
164	0980219	BEARING: BALL (NSK RMS 10)	)(FAG M5 12(1 1/4 X 3 1/8 X 7/8) (RHP MJ 1 1/4) (PHOENIX)		2	R -	R -	R -
165	0980225	BEARING: ROLLER CRM 11 (3110-1	(MRJ1.3/8 RMP) (CRM11 NSK) (1.3/8 X 3.1/2 X 7/8 NM 11 TEP STEYR		2	R -	R -	R -
166	0980242	BEARING: THRUST SKF T 126	EACH		2	R -	R -	R -
167	0980243	BEARING: THRUST SKF T 199	EACH		2	R -	R -	R -
168	0980251	BEARING: BALL (7/8 X 2 X 9/16)	BALL (7/8 X 2 X 9/16) RMP LJT 7/8 (ALS 7) (PHOENIX) (JAF)		2	R -	R -	R -
169	0980263	BEARING: BALL 2206CK	(uom:EACH)		2	R -	R -	R -
170	0980264	BEARING: ROLLER N 317 180 X 85	N 317 180 X 85 X 41 N 317 W (85 X 180 X 41) NSK		2	R -	R -	R -
171	0980265	BEARING: ROLLER 23224CK	(uom:EACH)		4	R -	R -	R -
172	0980266	BEARING: ROLLER NU 219 WC3	219 WC3 (170 X 95 X 32MM)		2	R -	R -	R -
173	0980282	BEARING: BALL (3 X 7 X 1 9/16)	BALL (3 X 7 X 1 9/16) RMP MJT (AMS 24) PHOENIX		2	R -	R -	R -
174	0980284	BEARING: BALL 6206 Z	(30X62X16MM) NSK		2	R -	R -	R -
175	0980291	BEARING: BALL 6307 2Z	(35X80X21MM) NSK 6307 ZZ		2	R -	R -	R -
176	0980299	BEARING: ROLLER CRM 36 (MRJ4.1	(MRJ4.1/2 RMP) (4.1/2 X 9.3/8 X 2) (3110-18-4053067)		2	R -	R -	R -
177	0980304	BEARING: ROLLER N 207 ECP N 20	ECP N 207 W (35 X 72 X 17)		2	R -	R -	R -
178	0980305	BEARING: ROLLER N 212 W	212 W (60 X 110 X 22)		2	R -	R -	R -
179	0980313	BEARING: ROLLER N 307 N 307 W	(35 X 80 X 21)		2	R -	R -	R -
180	0980314	BEARING: ROLLER N 308 ECP	308 ECP (N 308W) (40 X 90 X 23)		2	R -	R -	R -
181	0980315	BEARING: ROLLER SKF N 310	(N310W)(50 X 110 X 27)		4	R -	R -	R -
182	0980316	BEARING: ROLLER N 312 N 312 W	BEARING		2	R -	R -	R -
183	0980319	BEARING: ROLLER SKF N 313 N313	BEARING		2	R -	R -	R -
184	0980320	BEARING: ROLLER N 314	(150X70X35MM) (uom:EACH)		2	R -	R -	R -
185	0980324	BEARING: FLANGED MOUNTED F13 6	BEARING: FLANGED MOUNTED F13 65MM SHAFT JIB UF213-40		2	R -	R -	R -
186	0980326	BEARING: ROLLER NJ 213	(uom:EACH)		2	R -	R -	R -
187	0980329	BEARING: ROLLER NU 228 ECJ	ROLLER NU 228 ECJ (250 X 140 X 42MM)		16	R -	R -	R -
188	0980330	BEARING: ROLLER NU 236 EMA6C3	BEARING		2	R -	R -	R -
189	0980332	BEARING: ROLLER 22313 RHK W33	EACH		2	R -	R -	R -
190	0980333	BEARING: ROLLER NU 308	(90 X 40 X 23)		2	R -	R -	R -
191	0980334	BEARING: ROLLER NU 309 (100 X 45 X25MM	EACH		2	R -	R -	R -
192	0980336	BEARING: ROLLER SKF NU 311	SKF NU 311 (120 X 55 X 29)		2	R -	R -	R -
193	0980337	BEARING: ROLLER NU 312 (130 X 60X31MM)	(uom:EACH)		2	R -	R -	R -
194	0980338	BEARING: ROLLER NU 313 (140 X 65X33MM)	(uom:EACH)		2	R -	R -	R -
195	0980340	BEARING: ROLLER NU 315 (160 X 75X37MM)	(uom:EACH)		2	R -	R -	R -
196	0980341	BEARING: ROLLER NU 316 (170 X 80X39MM)	(uom:EACH)		2	R -	R -	R -
197	0980343	BEARING: ROLLER NU 318 (190 X 90X43)	(uom:EACH)		2	R -	R -	R -
198	0980347	BEARING: ROLLER NU 322	Bearing: Roller NU 322 (240 x 110 x 50MM)		2	R -	R -	R -
199	0980348	BEARING: ROLLER SKF N 324 (260	SKF N 324 (260 X 120 X 55)		2	R -	R -	R -
200	0980356	BEARING: ROLLER 23220 CK	(100X180X60.3MM)		2	R -	R -	R -
201	0980358	RING: LOCATING FRA 12/180-SCRE	RING: LOCATING FRA 12/180-SCREW CONV NO 4 DRIER		2	R -	R -	R -
202	0980361	BEARING: BALL 1205 (25 X 52 X 15MM)	NSK (uom:EACH)		2	R -	R -	R -
203	0980369	BEARING: BALL 1217 K	(85X150X28MM) NSK		2	R -	R -	R -
204	0980379	BEARING: BALL 1313 K	(65X140X33MM) NSK SELF ALIGN		2	R -	R -	R -
205	0980389	BEARING: BALL 1209 K (45 X 85	BALL 1209 K (45 X 85 X 19MM) NSK		2	R -	R -	R -
206	0980390	BEARING: BALL 1210 K	(50 X 90 X 20MM) NSK		157	R -	R -	R -
207	0980392	BEARING: BALL 1211 K (55 X 100	(55 X 100 X 21MM)NSK		2	R -	R -	R -
208	0980397	BEARING: BALL 1216 (80 X 140 X	(80 X 140 X 26MM) NSK SALA SEPARATOR 3110-99-950-0165-3		2	R -	R -	R -
209	0980400	BEARING: BALL 6020 (100 X 150 X 24MM) NSK	FOR GEARBOX SALA SEPERATOR 3110-14-313-4370-7		2	R -	R -	R -
210	0980401	BEARING: ROLLER 22210 C OR R	(50X90X23MM) NSK 22210		12	R -	R -	R -
211	0980402	BEARING: TAKE UP T213 21/2" DI	Bearing: Take up T213 21/2" Dia unit		2	R -	R -	R -
212	0980404	BEARING: BALL 6201-2RS	(uom:EACH)		2	R -	R -	R -
213	0980413	BEARING: BALL 2215 K (75 X 130	2215 K (75 X 130 X 31MM)NSK		2	R -	R -	R -
214	0980414	BEARING: BALL 2217 K (85 X 150	(85 X 150 X 36MM) NSK		2	R -	R -	R -
215	0980415	BEARING: BALL 7311 B	(55 X 120 X 29MM) NSK (7311 BW) FOR ALLIS CHALMER		2	R -	R -	R -
216	0980419	BEARING: BALL 7213 B (65 X 120 X 23MM)	NSK 7213 BW FOR ALLIS CHALMER 84""		2	R -	R -	R -
217	0980421	BEARING: P/N B500 EX FOR ALLIS CHALMER	BEARING		2	R -	R -	R -
218	0980422	BEARING: P/NO B500 GR FOR ALLIS CHALMER	BEARING		2	R -	R -	R -
219	0980425	BEARING: BALL 2307 (35 X 80 X 31MM	EACH		2	R -	R -	R -
220	0980451	BEARING: BALL 3222 (110 X 200	(110 X 200 X 69.8MM) NSK 3222B-TNG		2	R -	R -	R -
221	0980465	BEARING: BALL 6205 Z	BEARING: BALL 6205 Z (25 X 52 X 15MM) NSK 6205 ZZ		2	R -	R -	R -
222	0980469	BEARING: BALL 6203 2RS	(14X40X12MM) NSK 6203		2	R -	R -	R -
223	0980470	BEARING: BALL 6203	(17X40X12MM) NSK		2	R -	R -	R -
224	0980471	BEARING: BALL 6204	(20X47X14MM) NSK		2	R -	R -	R -
225	0980472	BEARING: BALL 6205 (25 X 52 X 15MM	NSK (uom:EACH)		2	R -	R -	R -
226	0980473	BEARING: BALL 6206 (30 X 62 X 16MM	6206 (30 X 62 X 16MM) NSK		2	R -	R -	R -
227	0980474	BEARING: BALL 6207	(35X72X17MM) NSK (uom:EACH)		2	R -	R -	R -
228	0980475	BEARING: BALL 6202 2RS	BALL 6202 2RS (15 X 35 X 11MM) 6202 DDV NSK OF 6202 2RSI		9	R -	R -	R -
229	0980476	BEARING: BALL 6204 Z	BEARING: BALL 6204 Z (20 X 47 X 14MM) 6204 ZZ NSK		2	R -	R -	R -
230	0980477	BEARING: BALL 6210	(50X90X20MM) NSK (uom:EACH)		2	R -	R -	R -
231	0980478	BEARING: BALL 6211	(55X100X21MM) NSK		2	R -	R -	R -
232	0980479	BEARING: BALL 6212	(60X110X22MM) NSK		2	R -	R -	R -
233	0980480	BEARING: BALL 6213 (65 X 120 X	BEARING: BALL 6213 (65 X 120 X 23MM) NSK		2	R -	R -	R -
234	0980481	BEARING: BALL 6214 (70X125X24MM) NSK	EACH		2	R -	R -	R -
235	0980482	BEARING: BALL 6215	(75X130X25MM) NSK (uom:EACH)		2	R -	R -	R -
236	0980483	BEARING: BALL 6216 (80 X 140 X 26MM	NSK (uom:EACH)		2	R -	R -	R -
237	0980485	BEARING: BALL 6212 2RS	(60 X 110 X 22MM)SKF 6212 DDV		2	R -	R -	R -
238	0980486	BEARING: BALL 6208 Z	(40 X 80 X 18MM) NSK		2	R -	R -	R -
239	0980491	BEARING: BALL 6206 N (30 X 62	BEARING: BALL 6206 N (30 X 62 X 16MM)NSK 6206 NR		2	R -	R -	R -
240	0980492	BEARING: BALL 6208 N (40 X 80	Bearing: Ball 6208 N (40 x 80 x 18mm) NSK 6208 NR		2	R -	R -	R -
241	0980493	BEARING: BALL 6306 NR (30 X 72	BEARING: BALL 6306 NR (30 X 72 X 19MM)NSK		2	R -	R -	R -
242	0980494	BEARING: BALL 6217 N (85X150X	BEARING: BALL 6217 N (85X150X28MM) NSK 6217 NR		2	R -	R -	R -
243	0980495	BEARING: BALL 7207 B	(35X72X17MM) NSK 7207BW		2	R -	R -	R -
244	0980496	BEARING: BALL 6004 2RS	(3110-12-124-0337)(uom:EACH)		2	R -	R -	R -
245	0980497	BEARING: BALL 6306 RS - KSB	WATERPUMP (uom:EACH)		2	R -	R -	R -
246	0980498	BEARING: BALL 6307 C3	DEEP GROOVE (uom: EACH)		2	R -	R -	R -
247	0980503	BEARING: ROLLER 22232 C FOR G	22232 C FOR G H H 8' & 8' X 12'		2	R -	R -	R -

248	0980512	BEARING: BALL QJ 236 (180 X 230 X 52MM)	FOUR POINT CONTACT FOR ALLIS CHALMER 84""		2		R	-		R	-		R	-
249	0980517	BEARING: FLANGED MOUNTED FY 50	HYDROCONE CRUSHER QJ236N2MA (STANDARD)		2		R	-		R	-		R	-
250	0980518	BLOCK: PILLOW UCP 207-20	(uom:EACH)		2		R	-		R	-		R	-
251	0980525	BEARING: ROLLER SKF 23140 (200	(200 X 340 X 112MM) NSK 23140 CD E4 S11 FOR GEARBOX		2		R	-		R	-		R	-
252	0980526	BEARING: ROLLER 22224 CK SUC	BALL MILL FEDEX		7		R	-		R	-		R	-
253	0980539	BLOCK: PLUMMER SKF 3144TSE	FAB DRIER N05 (3110-18-4070685		4		R	-		R	-		R	-
254	0980541	BEARING: ROLLER 23136 C C3 (180 X 300 X 96MM)	BLOCK		2		R	-		R	-		R	-
255	0980547	BEARING: BALL 6219 (95 X 170 X	NSK 23136 CD E4 S11 FOR ALLIS CHALMERS		2		R	-		R	-		R	-
256	0980548	BEARING: ROLLER CRM 40 - DRIVE	6219 (95 X 170 X 32MM) NSK		2		R	-		R	-		R	-
257	0980549	BEARING: BALL RMS 40 NON DRIVE	BEARING		2		R	-		R	-		R	-
258	0980561	BEARING: ROLLER SKF 23134CKC3W	BEARING		2		R	-		R	-		R	-
259	0980562	SLEEVE: ADAPTOR WITH NUT & LOC	SKF H3134 (3110-18-4081406)		2		R	-		R	-		R	-
260	0980591	BEARING: BALL 6204 RS	(20X47X14MM) NSK 6204		2		R	-		R	-		R	-
261	0980592	BEARING: BALL 6204 2RS	(20 X 47 X 14MM) NSK 6204 DDV		2		R	-		R	-		R	-
262	0980596	BEARING: BALL 6305 C3	BALL 6305 C3		2		R	-		R	-		R	-
263	0980598	BEARING: BALL 6303	(17X47X14MM) NSK (uom:EACH)		2		R	-		R	-		R	-
264	0980599	BEARING: BALL 6304	(20X52X15MM) NSK (uom:EACH)		2		R	-		R	-		R	-
265	0980600	BEARING: BALL 6305	(25X62X17MM) NSK		2		R	-		R	-		R	-
266	0980601	BEARING: BALL 6306	(30X72X19MM) NSK (uom:EACH)		2		R	-		R	-		R	-
267	0980602	BEARING: BALL 6307	(35X80X21MM) NSK (uom:EACH)		2		R	-		R	-		R	-
268	0980603	BEARING: BALL 6308	(40X90X23MM) NSK FOR L/HAUL		2		R	-		R	-		R	-
269	0980604	BEARING: BALL 6309 (45 X 100 X	BEARING: BALL 6309 (45X100X25MM) NSK		2		R	-		R	-		R	-
270	0980605	BEARING: BALL 6310	(50X110X27MM) NSK (uom:EACH)		2		R	-		R	-		R	-
271	0980606	BEARING: BALL 6311	(55X120X29MM) NSK (uom:EACH)		44		R	-		R	-		R	-
272	0980607	BEARING: BALL 6312 (60X130X 31MM	NSK (uom:EACH)		2		R	-		R	-		R	-
273	0980608	BEARING: BALL 6314 (70 X 150 X 33MM	NSK (uom: EACH)		2		R	-		R	-		R	-
274	0980610	BEARING: BALL 6316	(80x170x39mm) NSK (uom:EACH)		14		R	-		R	-		R	-
275	0980611	BEARING: BALL 6317 (85 X 180 X	BEARING: BALL 6317 (85X180X41MM) NSK P/N		2		R	-		R	-		R	-
276	0980612	BEARING: BALL 6318 C3 (90 X 19	25T819D15		2		R	-		R	-		R	-
277	0980614	BEARING: BALL 6313 (65 X 140 X 33MM	BEARING: BALL 6318 C3 (90x190x43MM) NSK		2		R	-		R	-		R	-
278	0980616	BEARING: BALL 6322	NSK (uom:EACH)		2		R	-		R	-		R	-
279	0980617	BEARING: BALL 6305 Z (25 X 62	(110X240X50MM) NSK FOR P&H		68		R	-		R	-		R	-
280	0980620	BEARING: BALL 6405 (25 X 80 X	BEARING: BALL 6305 Z (25 X 62 X 17MM) NSK		2		R	-		R	-		R	-
281	0980621	BEARING: BALL 6406	BEARING: BALL 6405 (25X80X21MM) NSK		2		R	-		R	-		R	-
282	0980622	BEARING: BALL 6407 (35 X 100 X	(30X90X23MM) NSK (uom:EACH)		2		R	-		R	-		R	-
283	0980630	BEARING: BALL 7316	BEARING		2		R	-		R	-		R	-
284	0980631	BEARING: BALL 7322	(80X170X39MM) NSK 7316 BW		28		R	-		R	-		R	-
285	0980637	BEARING: ROLLER 22211 CK OR RK	(110X240X50MM) NSK 7322 BW		33		R	-		R	-		R	-
286	0980639	BEARING: ROLLER 22213 K	(55X100X25MM) NSK SCK E4 S11		20		R	-		R	-		R	-
287	0980640	BEARING: ROLLER 22230 CK (150	(65 X 120 X 31MM) NSK CDK E4		13		R	-		R	-		R	-
288	0980641	BEARING: ROLLER 22215 CK C3	BEARING: ROLLER 22230 CK (150 X 270 X 73MM)		13		R	-		R	-		R	-
289	0980642	BEARING: ROLLER 22216 CK C3	NSK 22230 CDK E4 S11		36		R	-		R	-		R	-
290	0980643	BEARING: ROLLER 22217 (85 X 15	(75X130X31MM) NSK CDK E4		3		R	-		R	-		R	-
291	0980644	BEARING: ROLLER 22218 K	(80x140x33MM) NSK		63		R	-		R	-		R	-
292	0980645	BEARING: ROLLER 22219	BEARING: ROLLER 22217 (85 X 150 X 36MM)		12		R	-		R	-		R	-
293	0980647	BEARING: ROLLER 22222 K	22217 CD E4 S11		15		R	-		R	-		R	-
294	0980648	BEARING: ROLLER SKF 22207 CK	(90 X 160 X 40MM) NSK 22218 CDK E4 S11		2		R	-		R	-		R	-
295	0980649	BEARING: ROLLER 22226 CK C3	BEARING: ROLLER 22219 (95 X 170 X 43MM)		13		R	-		R	-		R	-
296	0980650	BEARING: ROLLER 22228 RHW 33 C	ROLLER 22222 K (110 X 200 X 53MM) NSK 22222 CDK E4 S11		2		R	-		R	-		R	-
297	0980651	BEARING: ROLLER 22232 K (160 X	(35X72X23MM) NSK HK E4 VIKING		3		R	-		R	-		R	-
298	0980652	BEARING: ROLLER 22228 K (140 X	(130 X 230 X 64MM) NSK		10		R	-		R	-		R	-
299	0980653	BEARING: ROLLER 22218 EK	ROLLER 22228 RHW 33 C3 (140 X 250 X 68MM)		6		R	-		R	-		R	-
300	0980654	BEARING: ROLLER 22217 K	NSK 22228 CD E4 C3 S11		50		R	-		R	-		R	-
301	0980657	BEARING: ROLLER 22220 CK C3	BEARING: ROLLER 22232 K (160 X 290 X 80MM)		14		R	-		R	-		R	-
302	0980661	BEARING: ROLLER 22315 K	NSK 22232 CDK E4 S11		2		R	-		R	-		R	-
303	0980664	BEARING: ROLLER 22317 K	(85X180X60MM) NSK		2		R	-		R	-		R	-
304	0980665	BEARING: ROLLER 22309 K	(45X100X36MM) NSK CDK S11		6		R	-		R	-		R	-
305	0980669	BEARING: ROLLER 22322 (110 X 2	(110 X 240 X 80MM) NSK 22322 CA E4 S11 3110-99-950-		5		R	-		R	-		R	-
306	0980670	BEARING: ROLLER SKF 22332 CCJA	2235-5		10		R	-		R	-		R	-
307	0980671	BEARING: ROLLER SKF 23134 C (1	W33 V405 3110-00-1559061		2		R	-		R	-		R	-
308	0980672	BEARING: ROLLER 22315 C C3	BEARING: ROLLER SKF 23134C (170 X 280 X 62MM)		2		R	-		R	-		R	-
309	0980673	BEARING: ROLLER 22216 C	NSK 23134 CD E4 S11 FOR DRIER NO 6		2		R	-		R	-		R	-
310	0980674	BEARING: ROLLER 29332 B20	(75X160X55MM) NSK (uom:EACH)		15		R	-		R	-		R	-
311	0980683	BEARING: ROLLER 23140 CK (200	(80X140X33MM) NSK CD E4 S11		2		R	-		R	-		R	-
312	0980684	BEARING: ROLLER 22320	BEARING: ROLLER 29332 B20 3110-00-5404586		2		R	-		R	-		R	-
313	0980685	BEARING: ROLLER 23038 (190 X 2	BEARING: ROLLER 23140 CK (200 X 340 X 112MM)		2		R	-		R	-		R	-
314	0980687	BEARING: ROLLER NJ 210 ECP (90 X 50 X 20)	NSK 23140 CDK E4 S11		2		R	-		R	-		R	-
315	0980691	BEARING: ROLLER NJ 215 (130 X	(100X215X73MM) NSK CA E4 S11		2		R	-		R	-		R	-
316	0980697	BEARING: ROLLER 23040 C (200 X	BEARING: ROLLER 23038 (190 X 290 X 75MM)		2		R	-		R	-		R	-
317	0980700	BEARING: ROLLER P/N 2213 ETVP2	23038 CA E4 S11		2		R	-		R	-		R	-
318	0980708	BEARING: ROLLER 23026C (130 X	BEARING: ROLLER 23140 CK (200 X 340 X 112MM)		2		R	-		R	-		R	-
319	0980709	BEARING: CUP & CONE LM 11910 &	NSK 23026 CD E4 S11 GEARBOX RATIO 25-1 (CONV 209		2		R	-		R	-		R	-
320	0980711	BEARING: ROLLER 32218 TAPER UP	LM11949 (uom:EACH)		2		R	-		R	-		R	-
321	0980718	SLEEVE: ADAPTOR WITH NUT & LOCK	BEARING		7		R	-		R	-		R	-
322	0980720	SLEEVE: ADAPTOR WITH NUT/LOCK	WASHER SKF H211(uom:EACH)		2		R	-		R	-		R	-
323	0980722	BLOCK: PLUMMER SKF SD 3148 TSE	SLEEVE: ADAPTOR WITH NUT & LOC WASHER SKF HE 306		2		R	-		R	-		R	-
324	0980724	BLOCK: PLUMMER WITH TSNA 516 S	(3110-18-4081431)		2		R	-		R	-		R	-
325	0980725	BLOCK: PLUMMER WITH TSNA 520 C	(uom:EACH)		2		R	-		R	-		R	-
326	0980726	BLOCK: PLUMMER WITH TSNA 515 C	BLOCK		9		R	-		R	-		R	-
327	0980727	BLOCK: PLUMMER WITH TSNA 507 C	SEALS SKF SNA 520 SNH 520		16		R	-		R	-		R	-
328	0980728	BLOCK: PLUMMER WITH TSNA 511 C	SEALS SNA 515 TSNA 515C		2		R	-		R	-		R	-
329	0980733	BLOCK: PLUMMER SD 3140 TSE C/W	SEALS SNA 507 / TSNA 507 C		16		R	-		R	-		R	-
330	0980734	SEAL: PLUMMER BLOCK SKF NO	SEALS SNA 511 / TSNA 511 C		4		R	-		R	-		R	-
331	0980744	BEARING: BALL 7312 BG (60 X 13	TS40 LABYRINTH RING WITH O-SECTION CORD		50		R	-		R	-		R	-
332	0980745	BEARING: ROLLER 22310 (50 X 11	TSNA 522C (uom:EACH)		2		R	-		R	-		R	-
333	0980747	SLEEVE: ADAPTOR WITH NUT & LOCK	BEARING: BALL 7312 BG (60 X 130 X 31MM) NSK 7312		50		R	-		R	-		R	-
334	0980756	BEARING: ROLLER 23226 K	BWG OUTBOARD CAT NO 4 FOR ALLIS CHALMERS		8		R	-		R	-		R	-
335	0980757	BEARING: ROLLER SKF 23228 C	K (50 X 110 X 70MM) NSK 22310 CD E4 C3 S11 OUTBOARD		2		R	-		R	-		R	-
336	0980758	BEARING: ROLLER 32228 PLAIN FOR	FOR ALLIS CHALMER PUMP 3110-14-208-5183-9		4		R	-		R	-		R	-
337	0980766	BEARING: FLANGED MOUNTED UCF	WASHER SHF H311		2		R	-		R	-		R	-
338	0980863	BEARING: THRUST SKF 51214 CBF	(130X230X80MM) NSK 23226 CDK		32		R	-		R	-		R	-
339	0980870	BEARING: ROLLER 22214 C 3	(140 x 250 x 88mm)		28		R	-		R	-		R	-
340	0980873	BEARING:SPHERICAL ROLLER 22330	BEARING		2		R	-		R	-		R	-
341	0980912	BEARING: ROLLER 23218 CK	TSNA 524 (uom:EACH)		6		R	-		R	-		R	-
342	0980915	BEARING: ROLLER SKF 23222 CK	(uom:EACH)		2		R	-		R	-		R	-
343	0980916	SLEEVE: ADAPTOR WITH NUT/LOCK	LOC WASHER SKF H 313		2		R	-		R	-		R	-
344	0980923	BEARING: CUP & CONE 42587/4238	WASHER SKF H 315		101		R	-		R	-		R	-
345	0980925	SEAL: PLUMMER BLOCK SKF	WASHER SKF H 317		2		R	-		R	-		R	-
346	0980943	SLEEVE : ADAPTOR H 2324	WASHER SKF HE 320		2		R	-		R	-		R	-
347	0980944	SLEEVE: ADAPTOR WITH NUT & LOC	WASHER SKF HE 311		2		R	-		R	-		R	-
348	0980946	SLEEVE: ADAPTOR WITH NUT & LOC	WAHSER SKF H 2320		38		R	-		R	-		R	-
349	0980947	SLEEVE: ADAPTOR WITH NUT & LOC	WASHER SKF HE 317		2		R	-		R	-		R	-
350	0980948	SLEEVE: ADAPTOR WITH NUT & LOC	WASHER SKF H 210		149		R	-		R	-		R	-
351	0980949	SLEEVE: ADAPTOR WITH NUT & LOC	WASHER SKF HE 211		2		R	-		R	-		R	-
352	0980950	SLEEVE: ADAPTOR WITH NUT & LOC	WASHER SKF H 2318		6		R	-		R	-		R	-
353	0980951	SLEEVE: ADAPTOR WITH NUT & LOC	WASHER SKF H 2318		2		R	-		R	-		R	-
354														

358	0980963	SLEEVE: ADAPTOR WITH NUT & LOC	SKF HE 322			3	R	-		R	-		R	-
359	0980966	SLEEVE: ADAPTOR WITH NUT/LOCK	WAHSER SKF HE 2320			2	R	-		R	-		R	-
360	0980967	SLEEVE: ADAPTOR WITH NUT & LOC	WASHER SKF H3128			12	R	-		R	-		R	-
361	0980968	BEARING: ROLLER P/N 22313 CK (	BEARING			2	R	-		R	-		R	-
362	0980969	SLEEVE: ADAPTOR WITH NUT/LOCK	SKF HE3132 (uom:EACH)			2	R	-		R	-		R	-
363	0980970	SLEEVE: ADAPTOR WITH NUT & LOC	NUT & LOC WASHER SKF HS 207			2	R	-		R	-		R	-
364	0980971	SLEEVE: TAPER P/N H2313 X 60MM	SLEEVE			4	R	-		R	-		R	-
365	0980972	SLEEVE: ADAPTOR WITH NUT/LOCK	LOC WASHER SKF HE 3128			2	R	-		R	-		R	-
366	0980974	SLEEVE: ADAPTOR WITH NUT/LOCK	HS 317 (3110-18-4094920)			2	R	-		R	-		R	-
367	0980977	SLEEVE: ADAPTOR WITH NUT & LOC	WASHER SKF H 2326			22	R	-		R	-		R	-
368	0980978	SLEEVE: ADAPTOR WITH NUT & LOC	WASHER SKF HE 315(uom:EACH)			2	R	-		R	-		R	-
369	0980979	SLEEVE: ADAPTOR WITH NUT & LOC	WASHER SKF H 318			15	R	-		R	-		R	-
370	0980980	SLEEVE: ADAPTOR WITH NUT & LOC	WASHER SKF H 322			20	R	-		R	-		R	-
371	0980982	SLEEVE: ADAPTOR WITH NUT/LOCK	WASHER SKF HE 2326			2	R	-		R	-		R	-
372	0980983	SLEEVE: ADAPTOR WITH NUT & LOC	WASHER SKF H 320			15	R	-		R	-		R	-
373	0980986	SLEEVE: ADAPTOR WITH NUT & LOC	WASHER SKF H316			23	R	-		R	-		R	-
374	0980987	SLEEVE: ADAPTOR WITH NUT & LOC	WASHER SKF H2344			2	R	-		R	-		R	-
375	0980994	BLOCK: PILLOW SKF SY 104 OR UC	P 207-20 (uom:EACH)			2	R	-		R	-		R	-
376	0981000	BEARING: ROLLER P/N 22315	MC4F80 ROL (uom: EACH)			2	R	-		R	-		R	-
377	0981003	BLOCK: PLUMMER WITH SNA 522 C	SEALS SNA 522/619 TSNA 522C			10	R	-		R	-		R	-
378	0981005	BLOCK: PLUMMER WITH TSNA 509 C	SEALS SNA 509/ TSNA 509C			6	R	-		R	-		R	-
379	0981006	BLOCK: PLUMMER SNA 510 WITH	TSNA 510 C SEALS SNU 510-608 U			80	R	-		R	-		R	-
380	0981008	BLOCK: PLUMMER C/WITH SEALS	SNU 513/TSNA 513C			12	R	-		R	-		R	-
381	0981012	BLOCK: PLUMMER WITH TSNA 517 C	SEALS SNA 517/ TSNA 517C			70	R	-		R	-		R	-
382	0981013	BLOCK: PLUMMER WITH TSNA 518 C	SEALS SNA 518/ TSNA 518C			6	R	-		R	-		R	-
383	0981015	BLOCK: PILLOW P/N SY 45T	(uom:EACH)			20	R	-		R	-		R	-
384	0981017	BLOCK: PLUMMER WITH TSNA 526 C	SEALS SNA 526/ TSNA 526C			10	R	-		R	-		R	-
385	0981033	BLOCK: PLUMMER WITH TSNA 609 C	BLOCK			2	R	-		R	-		R	-
386	0981040	SLEEVE: ADAPTOR WITH NUT & LOC	WASHER SKF H 312			2	R	-		R	-		R	-
387	0981048	BEARING: BALL 6310 Z	(50X110X27MM) NSK			2	R	-		R	-		R	-
388	0989000	BEARING: CUP&CONE 56650-56425	TIMKEN(uom:EA)			2	R	-		R	-		R	-
389	0989001	BEARING: ROLLER 22311	(3110-99-9237406)(uom:EACH)			2	R	-		R	-		R	-
390	0989002	BEARING: CUP&CONE 932-936	TIMKEN			2	R	-		R	-		R	-
391	1100030	BEARING: FLANGE MOUNTED FX 10	BEARING			2	R	-		R	-		R	-
392	1160209	BEARING: BALL 6028 (140 X 210	6028 (140 X 210 X 22MM) NSK FOR LONGYEAR 44 DRILL			2	R	-		R	-		R	-
393	1160217	BEARING: BALL RADIAL P/N A 396	BEARING			2	R	-		R	-		R	-
394	1168721	BEARING: BALL 6205 RS	(25X52X15MM) NSK 6205 DV OP			2	R	-		R	-		R	-
395	1220004	BEARING: COOPER SPLIT ROLLER	75MM DIA FREE 846 (uom:EACH)			2	R	-		R	-		R	-
396	1220005	BEARING: COOPER SPLIT ROLLER 2	1/4" DIA (uom:EACH)			2	R	-		R	-		R	-
397	1320001	BEARING: BALL 7314 BEP (70X150	X35MM) NSK (uom:EACH)			2	R	-		R	-		R	-
398	1340001	PULLEY: VEE FENNER TAPER LOCK	LOCK 212/221 X 4 (SPB) TO FIT BUSH			2	R	-		R	-		R	-
399	1340003	PULLEY: VEE FENNER TAPER LOCK	80/87 X2 (SPA)			2	R	-		R	-		R	-
400	1340009	BUSH: FENNER TAPER LOCK	NO2012 BORE 28MM (uom:EACH)			2	R	-		R	-		R	-
401	1340011	BUSH: FENNER T/LOCK NO 2012	BORE 1,5000"(11/2") (uom:EACH)			2	R	-		R	-		R	-
402	1340024	FLANGE: FOR FENAFLEX COUPLING	F120(uom:EACH)			2	R	-		R	-		R	-
403	1340026	FLANGE: FOR FENAFLEX COUPLING	FX60 (uom:EACH)			2	R	-		R	-		R	-
404	1340027	FLANGE: FOR FENAFLEX COUPLING	F50(uom:EACH)			2	R	-		R	-		R	-
405	1340033	FLANGE: FOR FENAFLEX COUPLING	F100(uom:EACH)			2	R	-		R	-		R	-
406	1340036	BUSH: T/LOCK NO 1610 BORE 0,50	00" (1/2")(uom:EACH)			2	R	-		R	-		R	-
407	1340038	BUSH: TAPER LOCK NO 3535 BORE	35MM(uom:EACH)			2	R	-		R	-		R	-
408	1340041	BUSH: FENNER T/LOCK NO 3020	BORE 1,2500"(1 1/4")(uom:EACH)			2	R	-		R	-		R	-
409	1340042	BUSH: FENNER T/LOCK NO 2517	BORE 0,7500" (3/4") (uom:EACH)			4	R	-		R	-		R	-
410	1340044	BUSH: FENNER TAPER LOCK	NO 4040 BORE 40MM (uom:EACH)			2	R	-		R	-		R	-
411	1340045	BUSH: TAPER LOCK NO 1210 BORE	32MM(uom:EACH)			2	R	-		R	-		R	-
412	1340047	TYRE: FLEXIBLE COUPLING FENNAF	LEX F50(uom:EACH)			2	R	-		R	-		R	-
413	1340048	BUSH: TAPER LOCK NO 2012 BORE	24MM(uom:EACH)			2	R	-		R	-		R	-
414	1340122	BUSH: FENNER TAPER LOCK NO 404	0 BORE(uom:EACH)			2	R	-		R	-		R	-
415	1340124	BUSH: FENNER TAPERLOCK NO 2517	BORE 1.2500" (11/4")(uom:EACH)			2	R	-		R	-		R	-
416	1340127	BUSH: FENNER TAPER LOCK	NO 2012 BORE 45MM (uom:EACH)			2	R	-		R	-		R	-
417	1340130	BUSH: FENNER TAPER LOCK	NO2012 BORE 40MM (uom:EACH)			2	R	-		R	-		R	-
418	1340188	TYRE: FLEXIBLE COUPLING FENNAFLEX	F80(uom:EACH)			2	R	-		R	-		R	-
419	1340189	BUSH: TAPER LOCK NO 2517 BORE	(uom:EACH)			2	R	-		R	-		R	-
420	1340274	TYRE: FLEXIBLE COUPLING FENNAF	LEX F 90(uom:EACH)			7	R	-		R	-		R	-
421	1340275	TYRE:FLEXIBLE COUPLING FENNA	FLEX F200 P/N: F200			2	R	-		R	-		R	-
422	1340348	TYRE: FLEXIBLE COUPLING; FENNA	FLEX F40(uom:EACH)			2	R	-		R	-		R	-
423	1340350	TYRE: FLEXIBLE COUPLING; FENNA	FLEX F100(uom:EACH)			5	R	-		R	-		R	-
424	1340351	TYRE: FLEXIBLE COUPLING; FENNA	FLEX F120(uom:EACH)			16	R	-		R	-		R	-
425	1340352	TYRE: FLEXIBLE COUPLING; FENNA	FLEX F60(uom:EACH)			2	R	-		R	-		R	-
426	1340354	TYRE: FLEXIBLE COUPLING; FENNA	FLEX F140(uom:EACH)			29	R	-		R	-		R	-
427	1340355	TYRE: FLEXIBLE COUPLING; FENNA	FLEX F160(uom:EACH)			7	R	-		R	-		R	-
428	1340368	COUPLING: FENAFLEX COMPLETE SIZE 140 WITH 2 X TAPERLOCK BUSH 3535	Each			2	R	-		R	-		R	-
429	1360003	BEARING: 01B 50MM GR (ROLLER)(	BEARING			2	R	-		R	-		R	-
430	1360018	BEARING: ROLLER NU 2308 (90 X	40 X 33MM) (uom:EACH)			2	R	-		R	-		R	-
431	1361274	BEARING: ROLLER 31307 FOR MONO	TYPE C32M PUMP PN1400223301			2	R	-		R	-		R	-
432	1361738	BEARING: ROLLER 31308 FOR MONO	TYPE S41M PN: 1400 4133 01			2	R	-		R	-		R	-
433	1362033	BEARING: ROLLER 31310 FOR MONO	TYPE S61M PUMP PN: 1400 613301			2	R	-		R	-		R	-
434	1362981	BEARING: BALL 6310 RS	BEARING			2	R	-		R	-		R	-
435	1363524	BELT: VEE WEDGE 16 N 3170	MATCHED			2	R	-		R	-		R	-
436	1364131	BEARING: THRUST NSK P/NO 29338	BEARING			18	R	-		R	-		R	-
437	1364135	BEARING: ROLLER 22332 C3 P/N	700-3019-3 HYDROSEAL 400 X 400 H/S PUMP 850 KPA G9/5			18	R	-		R	-		R	-
438	1364139	BEARING: ROLLER 23138 RK C3	P/N 7003-3034-7 FOR HYDROSEAL 400 X 400 H/S PUMP 850 & 2750 KPA			18	R	-		R	-		R	-
439	1367418	BEARING: ROLLER SKF 22317C (18	SKF 22317C (180 X 85 X 60MM) NSK 22317 CD E4 S11			6	R	-		R	-		R	-
440	1367616	BEARING: SKF EE6 FOR MONO SB14	PUMP P/N 134000			3	R	-		R	-		R	-
441	1370084	SEAL: OIL P/N A70 X 90 X 10	(uom:EACH)			2	R	-		R	-		R	-
442	1390416	BELT: VEE WEDGE 10 N 1600	MATCHED			2	R	-		R	-		R	-
443	1390627	SEAL: OIL GACO SM 200 230 15	FOR ALLIS (uom:EACH)			3	R	-		R	-		R	-
444	1390921	BEARING: SW/VEL RADIAL GE 100	BEARING			2	R	-		R	-		R	-
445	1450351	BEARING: SKF NU 332 FOR 8'X12'	VECOR MILL PINION			2	R	-		R	-		R	-
446	1451245	BEARING: ROLLER SKF 23144 CK -	PINION SHAFT FOR ALLIS CHALMER			13	R	-		R	-		R	-
447	1451246	SLEEVE: ADAPTOR WITH NUT & LOCK WASHER SKF H3144 A FOR 91/2 X 131/2 ALLIS CHALMER MILLS	ALLIS CHALMERS 91/2 X 131/2 MILLS			12	R	-		R	-		R	-
448	1470182	SPROCKET: SIMPLEX 1" PITCH 21T	FOR 2517 TAPERLOCK BUSH "			2	R	-		R	-		R	-
449	1470289	SPROCKET: 19 TOOTH SIMPLEX 1"	PITCH C/W TAPER LOCK MINIMUM BORE "			2	R	-		R	-		R	-
450	1570492	BELT: VEE POLY FOR WEMCO 84 FLOTATION	EA			2	R	-		R	-		R	-
451	1570568	BEARING: CUP & CONE K932 & 938	EA			17	R	-		R	-		R	-
452	1570576	BELT: VEE POLY 1310 X M12 / 33	BELT			2	R	-		R	-		R	-
453	1726793	BEARING: SKF 6305 2RS EXCITER	COMMUTER (uom:EACH)			3	R	-		R	-		R	-
454	1727514	BEARING: BALL 6306 2RS NSK	(30X72X19MM) 6303 DDV			2	R	-		R	-		R	-
455	1760200	SEAL: OIL FOR ROBBINS VIBREX	SCREEN 83777-K SEAL NO CR75030			2	R	-		R	-		R	-
456	1829925	BEARING: ROLLER 22211 CK	(55X100X25MM) NSK CDK E4 S11			18	R	-		R	-		R	-
457	1970175	SEAL: PLUMMER BLOCK SKF TSNA	516C (uom:EACH)			2	R	-		R	-		R	-
458	1970472	SEAL: OIL PINION SHAFT \ MIS 7	BAM 22651 FOR ALLIS CHALMER 54 - 74 SUPERIOR GYRATORY			2	R	-		R	-		R	-
459	1970490	SEAL: OIL GACO M15 14	(uom:EACH)			2	R	-		R	-		R	-
460	1970519	SEAL: OIL DUPEX (MIS 215) FOR	150X150 B-FRAME ENVIROTECH			24	R	-		R	-		R	-
461	1970549	SEAL: PLUMMER BLOCK P/N TSNA	528C (uom:EACH)			19	R	-		R	-		R	-
462	1970554	SEAL: PLUMMER BLOCK SKF NO TSN	A 509C (uom:EACH)			14	R	-		R	-		R	-
463	1970555	SEAL: PLUMMER BLOCK SKF NO	TSNA 510C (uom:EACH)			2	R	-		R	-		R	-
464	1970556	SEAL: PLUMMER BLOCK SKF NO	TSNA 511C (uom:EACH)			30	R	-		R	-		R	-
465	1970559	SEAL: PLUMMER BLOCK SKF NO	TSNA 515C (uom:EACH)			20	R	-		R	-		R	-
466	1970560	SEAL: PLUMMER BLOCK SKF NO	TSNA 517C (uom:EACH)			69	R	-		R	-		R	-
467	1970561	SEAL: PLUMMER BLOCK SKF NO	TSNA 518C (uom:EACH)			17	R	-		R	-		R	-
468	1970562	SEAL: PLUMMER BLOCK SKF NO	TSNA 520C (uom:EACH)			12	R	-		R	-		R	-
469	1970													

483	New item	PILLOW BLOCK 208	PILLOW BLOCK 208			5	R	-		R	-		R	-	
484	New item	Bearing : 27-6310 deep groove ID:90 mm	Bearing : 27-6310 deep groove ID:90 mm			4	R	-		R	-		R	-	
485	New item	Flanged Bearing F207	Flanged Bearing F207			4	R	-		R	-		R	-	
486	New item	Link belt bearings : SNB226M 75H	Link belt bearings : SNB226M 75H			8	R	-		R	-		R	-	
487	New item	Deep groove ball bearing : 63010-2RS1	Deep groove ball bearing : 63010-2RS1			4	R	-		R	-		R	-	
488	New item	Bearings NU332E	Bearings NU332E			4	R	-		R	-		R	-	
489	New item	Bearing: DYZV 6313 ZZ C3	Bearing: DYZV 6313 ZZ C3			4	R	-		R	-		R	-	
440	New item	F208 Bearings (flange mounted bearings)	F208 Bearings			6	R	-		R	-		R	-	
441	New item	F205 Bearings (flange mounted bearings)	F205 Bearings			6	R	-		R	-		R	-	
442	New item	Vee belt SPC 2360	SPC 2360			2	R	-		R	-		R	-	
443	New item	VEE BELT SPC 2650	SPC 2650	-		2	R	-		R	-		R	-	
444	New item	VEE Belt SPZ 2030	SPZ 2030			12	R	-		R	-		R	-	
445	New item	VEE BELT SPC 6000	SPC 6000			20	R	-		R	-		R	-	
446	New item	VEE BELT SPB 2150	SPB 2150			30	R	-		R	-		R	-	
447	New item	VEE BELT SPZ 1140	SPZ 1140			20	R	-		R	-		R	-	
448	New item	VEE BELT XPA 1750	XPA 1750			10	R	-		R	-		R	-	
449	New item	VEE 13N SPA X 1900	13N SPA X 1900			16	R	-		R	-		R	-	
450	New item	Poly Vee bels of the tank cell PV6883M26	Comm code:1169037			5	R	-		R	-		R	-	
							Subtotal	R	-		R	-		R	-
							VAT								
							TOTAL	R	-		R	-		R	-
							GRAND TOTAL FOR 3 YEARS								

APPROVED BRANDS OR EQUIVALENT

APPROVED BRANDS OR EQUIVALENT

- SKF
- FAG
- TIMKEN
- NSK
- NTN
- FENNER