



FOSPHB-RFQ-12-25/26

FOSKOR MINING

an Operating Division of FOSKOR (PTY) LTD

[hereinafter referred to as **Foskor**]

[Registration No. 1951/002918/07]

FOR THE PROVISION OF FOR SUPPLY, INSTALLATION, CALIBRATION AND COMMISSIONING OF THE AMBIENT AIR QUALITY MONITORING STATION AT FOSKOR MINING DIVISION (PHALABORWA) FOR A PERIOD OF 6 MONTHS UNTILL COMPLETION BY FINANCIAL YEAR (25_26 FY).

RFP NUMBER : FOSPHB-RFQ-12-25/26
ISSUE DATE : 23 September 2025
CLOSING DATE : 21 October 2025
CLOSING TIME : 12:00 PM
BID VALIDITY PERIOD : 180 Business Days from Closing Date [18 April 2026]

FOSPHB-CON-357-25/26

NOTE TO BIDDERS: ALL SUBMISSIONS MUST INCLUDE A USB FLASH DRIVE/MEMORY STICK THAT CONTAINS YOUR BID SUBMISSION ON THE CLOSING DATE AND TIME. The submitted USB containing the soft copy of the RFQ, 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 (unless specified) or any other personnel in Foskor by any means of communication will not be accepted.

Respondent's Signature

Date and Company Stamp

SECTION 1: NOTICE TO BIDDERS

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SUPPLY, INSTALLATION, CALIBRATION AND COMMISSIONING OF THE AMBIENT AIR QUALITY MONITORING STATION FOR A DIVISION FOSKOR PTY LTD

BID NUMBER:	FOSPHB-RFQ-12-25/26	CLOSING DATE:	21/10/2025	CLOSING TIME:	12:00
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DESCRIPTION	FOR THE PROVISION OF SUPPLY, INSTALLATION, CALIBRATION AND COMMISSIONING OF THE AMBIENT AIR QUALITY MONITORING STATION FOR FOSKOR MINING DIVISION (PHALABORWA) FOR A PERIOD OF 6 MONTHS UNTILL COMPLETION BY FINANCIAL YEAR (25_26 FY).
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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:

Email Address: **Tenders@Foskor.co.za**

Physical Address: Foskor Phalaborwa Moshate House

Foskor Phalaborwa

27 Selati Road

Phalaborwa

Please include a USB Flash Drive (soft copy) with your submission

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Daleen Kruger	CONTACT PERSON	Daleen Kruger
TELEPHONE NUMBER	011 347 0600	TELEPHONE NUMBER	011 347 0600
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Daleenk@foskor.co.za	E-MAIL ADDRESS	Daleenk@foskor.co.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

Respondent's Signature

Date and Company Stamp

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

Respondent's Signature

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FOSPHB-RFQ-12-25/26

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 RESPONSES TO RFQ

Responses to this RFQ **FOSPHB-RFQ-12-25/26** must not include documents or references relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

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 3 *[Communication]* below:

3 COMMUNICATION

3.1 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted onto the system and to **FOSPHB-RFQ-12-24/26 Dleen Kruger** Daleenk@foskor.co.za before **12:00 pm on 16 October 2025**. In the interest of fairness and transparency FOSKOR's response to such a query will then be made available to other bidders.

3.2 It is prohibited for Respondents to attempt, either directly or indirectly, to canvas any officer or employee of FOSKOR in respect of this RFQ between the closing date and the date of the award of the business.

3.3 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.

3.4 Respondents may also, at any time after the closing date of the RFQ, communicate with the on any matter relating to its RFQ response:
Ntwanano Mabulani

Telephone 015 789 2151

Email: Ntwananom@foskor.co.za

3.5 All unsuccessful bidders have a right to request FOSKOR to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

4 LEGAL COMPLIANCE

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

5 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.

6 CHANGES TO QUOTATIONS

Changes by the Respondent to its submission will not be considered after the closing date and time.

7 BINDING OFFER

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

Respondent's Signature

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8 DISCLAIMERS

Respondents are hereby advised that FOSKOR is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that FOSKOR reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes.
- reject any Quotation which does not conform to instructions and specifications which are detailed herein.
- disqualify Quotations submitted after the stated submission deadline.
- not necessarily accept the lowest priced Quotation or an alternative bid.
- place an order in connection with this Quotation at any time after the RFQ's closing date.
- award only a portion of the proposed goods / services which are reflected in the scope of this RFQ.
- split the award of the order/s between more than one Supplier/Service Provider should it at FOSKOR's discretion be more advantageous in terms of, amongst others, cost or developmental considerations.
- cancel the quotation process.
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to FOSKOR to do so.
- request audited financial statements or other documentation for the purposes of a due diligence exercise.
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides 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.
- award the business to the next ranked bidder, if he/she is still prepared to provide the required Goods/Services 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 next ranked bidder(s) were notified of their bid being unsuccessful. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price.
- 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.

1. INTRODUCTION

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

Foskor (Pty) (Ltd) (Mining Division) is an Open Cast Mine that produces phosphate rock for export or domestic beneficiation. Approximately 2.2. million tons of phosphate rock is produced annually. The product is finely ground apatite mineral from coarsely crystalline calcium-

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fluoride-phosphate compound of igneous origin. The intermediate and final products are for the domestic and international markets and provide the following advantages.

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

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

2. BACKGROUND

The nature of mining and mineral processing activities involves the generation of airborne particulates, including fugitive dust and fine particulate matter (PM10 and PM2.5). These emissions arise from multiple sources, such as blasting operations, drilling, excavation and hauling, material handling and crushing and tailings storages facilities and stockpiles. Foskor mining classified as a Listed Activity under the National Environmental Management Air Quality Act (Act 39 of 2004) and holds Atmospheric Emission License with License number 13/2/AEL-02/A2).

As part of adherence to environmental compliance and licensing conditions, the mine should implement effective air quality monitoring systems to measure and manage emissions of regulated pollutions, including particulate matter. Particulate Matter (PM 10 & PM 2.5) is one of the key pollutions associated with mining and material handling activities. To support air quality management program and reporting obligations. Foskor intends to install a real time particulate matter monitoring station at its mine. This monitoring station will collect continuous ambient air data, which will be used for atmospheric emission license and environmental compliance reporting to Mopani District Municipality and real time management and response to dust events.

3. SCOPE OF WORKS REQUIREMENTS

3.1 The successful service provider will be required to perform the following:

Supply, installation, calibration and commissioning of the ambient air quality (PM) monitoring station with remote monitoring capabilities which could be integrated with smart work devices and mobile apps for tracking ambient monitoring data from the smartphone. The monitoring station must be robust and capable of withstanding harsh weather conditions such as heavy rain, storm, snow or extreme temperatures (cold and heat). The installation of the PM monitoring must be in accordance with national and international meteorological standards and regulations. The PM monitor should contain the following specifications and the be able to measure the ambient air quality parameters.

- It must be able to provide reliable ambient air monitoring data and must be suitable for mining and industrial environments.
- It must be electronically powered with option of Solar power system and rechargeable battery as a standby power supply.
- The ambient air monitoring must contain sensors that are able to monitor at minimum and provide real time data transmission and access.
 - PM 10 and PM 2.5
 - Temperature
 - Relative humidity
 - Wind speed and wind direction
- The ambient air monitoring data must be provided on a software or web-based platform for data viewing, analysis and export, the weather station must provide.
 - Real time data display
 - Historical data access
 - Graphical and Tabular data presentation
- Ensure data is downloaded in common format (e.g. excel).
- Included alerts functionality or notification in case of system malfunction or up normal readings.
- Monitoring, calibration and commissioning of all sensors and equipment (including solar power and rechargeable battery).
- Ensure secure and weather resistant installation, considering safety and accessibility for maintenance.

3.2 Maintenance, Calibration and support:

The service provider will be responsible for maintenance, calibration and support for the installed unit for at least first 3 years to ensure that the ambient air monitoring air station remains functional and accurate. The service provider must provide training to the relevant mine personnel on the daily operating of the fully meteorological station and must provide Foskor with warranty period and after sale support conditions.

4. DELIVERABLES

- Fully installed and operational ambient air monitoring station.
- Real time data access system operational on computers/web portal/smart phones.
- Maintenance, calibration and support requirements for the first 3 years after installation.

Note: A non-compulsory site visit can be arranged prior to submission of the quotations.

5. REPORTING

- The appointed service provider will report to the Environment Management Specialist until fully installed and operational of the monitoring station and for maintenance and calibration purposes.

6. BASIC SPECIFICATIONS, REQUIREMENTS AND RESPONSIBILITIES

The successful bidder is responsible to:

- a) Comply with all the specifications and requirements of this document.
- b) Comply to all the requirements of Foskor COP 25, Service Provider Control (Available on request).
- c) Supply and transport to site all labour, skill, expertise, and supervision.
- d) Supply required PPE (Personal Protection Equipment) and safety equipment to safely carry out the required service.

7. LEGISLATIVE-AND REGULATORY REQUIREMENTS

7.1 The successful or appointed service provider shall comply with:

- a) The Mines Health and Safety Act with Regulations (Latest revision).
- b) National Road Traffic Act with Regulations (Latest revision).
- c) All applicable national and international legislative requirements and regulations.

7.2 The successful or appointed service provider shall comply with the latest revisions of the following Foskor COP's (Compendium of Procedures) (Cop's, policies and procedures are available on request:

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- a) COP 17 Mobile, Technical and Process Training.
- b) COP 25 for Service provider Control.
- c) COP 56 for Lifting Machinery and lifting Tackle.
- d) COP 59 for Trackless Mobile Machinery.
- e) COP 96 Working at Heights.
- f) Any other Foskor safety, health, quality and environmental policies and procedures deemed applicable by a Foskor representative.
- g) All other Foskor procedures and policies applicable to the successful application of the contract.

7.3 The successful or appointed service provider shall comply with the following Environmental Specifications, Policies and Procedures:

- a) COP 41 Housekeeping and workplace organisation.
- b) COP 49 Waste Management.
- c) COP 51 Resource conservation, energy, and materials.
- d) COP 70 Storage of petroleum products and other hazardous material.
- e) National Environmental Management Act 59 of 2008 (NEMWA) as amended.
- f) National Environmental Management Waste Act 59 of 2008 (NEMWA) as amended.
- g) The successful service provider shall include in his/her SAFETY FILE and comply with the following documents:

- Environmental Aspect and Impact Register (Applicable to this contract).
- Environmental Objectives and Targets (Applicable to this contract).
- Waste Management Plan (Applicable to this contract).
- FOSKOR Atmospheric Emissions License (Copy available on request).
- FOSKOR Waste Management Licence (To be availed).
- FOSKOR Water Use Licence (To be availed).

7.4 The successful or appointed service provider shall ensure that all his/her on-site employees have been authorised by a Foskor regulation
2.13.1. appointee:

- Perform job specific *hazard identification and risk assessment* (Foskor Annexure 1.3).
- Operate trackless mobile machinery service provider employees (Foskor Annexure 59.7B).
- Work at height (Foskor Annexure 96.1).

- Any other FOSKOR activities requiring authorization as deemed applicable by a FOSKOR representative.

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

a) Ensure that:

- In order to access in restricted areas, his vehicle has been fitted with an "internal safety cell" (ROPS-Roll Over Protection Structure) that has been designed, fabricated, tested and certified to comply with the requirements of ISO 3471:2008 – EARTH-MOVING MACHINERY- ROLL-OVERPROTECTIVE STRUCTURES or similar specifications. ROPS COMPLIANCES CERTIFICATES (Fabrication and Installation) TO PRESENTED DURING VEHICLE INSPECTION.
- His driver/s are in possession of a valid national licence for the specific class of vehicle, has been tested by FOSKOR mobile equipment training centre and authorised by a FOSKOR MHSA (Mines Health and Safety Act) regulation 2.13.1 appointee for the class of vehicles to be used on site.
- His driver/s has been tested by FOSKOR mobile equipment training centre and authorised by a FOSKOR MHSA (Mines Health and Safety Act) regulation 2.13.1 appointee to operate a vehicle in the mine open pits (Restricted or red-flag areas). (Contract the FOSKOR mobile equipment training centre on 015 789 2840 to make an appointment for competence testing and authorisations.

b) The appointed service provider shall, before entering an operating a vehicle on the FOSKOR premises:

- Obtain permission from the FOSKOR Safety & Security manager to operate his nominated vehicle/s on the FOSKOR site. (Forms will be provided).
- Obtain a certificate of fitness from the FOSKOR Light Vehicle maintenance workshop supervisor or appointed FOSKOR inspector for his nominated service vehicle/s. Inspections conducted daily between 08:00 and 08:30 and between 13:30 and 14:00 (Excluding Fridays) at the Light Vehicle Maintenance workshop.
- Submit the above permission and COF in at the main security office for issue of a vehicle access disk.

c) Ensure that his service vehicles have been inspected (Daily) in accordance with the FOSKOR standard (COP 59) to ensure that they are safe and fit for use. (Forms will be provided).

d) See FOSKOR COP 59, Trackless Mobile Machinery for details.

7.6 Before entering and operating/working on the FOSKOR site the appointed service provider shall ensure that his driver/workmen are:

- Briefed on the required task and have been informed of any abnormal conditions/situations.
- Physically, emotionally, and mentally fit to perform their duty.
- Issued with the necessary PPE (Personal Protective Equipment) to safely operate his service vehicles and perform the required services on mine and enroute to the waste disposal sites.
- Before commencement of work:
 - All tools and equipment shall have been inspected and tested to be in a good and safe working order.
 - All workmen have participated in the completion of a standard FOSKOR site assessment (Commonly known as a HIRA or Hazard Identification and Risk Assessment) and taken appropriate actions to mitigate any identified hazards.

7.7 Before entering and operating/working on the Foskop site the appointed service provider shall ensure that his portable electrical equipment has been tested and declared safe to use by Foskop electrical service workshop.

7.8 Before accessing overhead cranes and/or vehicle post lifts whereupon work is to be conducted, the equipment shall be locked out at the power source. The lock shall be marked and tagged. They shall contain the service providers business name, employee name responsible for lock and contract numbers. See Foskop COP 53, Lock-out systems, and usage for details.

7.9 Although every effort has been made to ensure that the information contained within this document is correct, it remains the responsibility of the bidder to verify actual status and site conditions. (A site visit can be arranged).

8. PERMIT TO WORK

Before any on-site work under this contract may commence, the appointed or successful service provider shall obtain from Foskop a PERMIT TO WORK. The following guidelines are provided in order to assist the appointed service provider in obtaining a PERMIT TO WORK. (See Foskop COP 28, Permit to work and COP 25, Service provider control for details):

8.1 The PERMIT TO WORK can be obtained from- and on completion returned to the Leg Administrator, Foskop Safety department.

8.2 Obtain a Contact or order number from the Foskop procurement department.

8.3 Provide a name list, including ID Numbers, residential and postal addresses, and telephone numbers of all the appointed service provider's on-site employees.

8.4 All the appointed service provider's on-site employees shall undergo a full medical examination at the Foskop on-site Clinix Clinic. The clinic can be contacted at 015 789 2427 for an appointment.

8.5 (NOTE: ALL NEW – and Employees LEAVING the service of the appointed service provider must undergo an entry or exit medical examination.

8.6 The appointed service providers designated on-site drivers shall receive competence testing and authorisation to operate vehicles on the Foskop site (See item 5 under the heading LEGISLATIVE REQUIREMENTS).

8.7 All the appointed services providers employees shall receive/have received training in:

– First aid level 1 (Provide own training)

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- Working at heights (Provide own training)
- Basic Health & Safety Principles (Provide own training)
- HIRA (Provide own training)
- Basic firefighting (Provide own – or receive Foskop training, contact 015 789 2531 to book)
- Lock out (Provide own – or receive Foskop training, contact 015 789 2531 to book)

8.8 All training not provided by Foskop must be verified by the Foskop training superintendent Mr. Johan Fouche. Please contact him on 015 789 2525 to make an appointment or alternatively email proof of training and certification to johanfo@foskor.co.za to confirm before requesting his approval on the PERMIT TO WORK.

8.9 All the appointed service provider's on-site employees shall receive the basic Foskop site induction training at the Foskop Security office.

8.10 All the appointed service provider's on-site employees shall receive site specific induction training provided by the Foskop area Regulations 2.6.1 appointee/s.

8.11 A HIRA (Hazard Identification and Risk Assessment) shall be completed to ALL "typical" task that will be completed under this contract. Hira's to be signed by all the service provider employees. Make use of Foskop's own HIRA Documents, Annexure 1.2, contained in of COP 1, Foskop risk management (Available on request).

8.12 Attached a detailed SCOPE OF WORK describing the required task and outcome of this contract.

8.13 All Foskop's appointed MHSA Regulations 2.9.2.,2.6.1,2.13.1 and 3.1 a manager must undersign/approve the PERMIT OF WORK.

8.14 Registration and proof of payment under the Compensation for Occupational Injuries and Diseases Act, no.130 of 1993.Registration number must be provided.

8.15 All relevant documentation and/or evidence of compliance must be attached to the PERMIT OF WORK.

8.16 Upon successful completion and approval of the PERMIT OF WORK the security department will issue the appointed service provider's employees access ID cards valid for 12 months.

8.17 Any other documents, certification or records as requested by Foskop official deemed necessary to ensure that all safety, legislative and administrative requirements have been met must be attached to the PERMIT OF WORK.

8.18 The appointed service provider must allow at least three (3) to ten (10) working days to complete all the PERMIT OF WORK requirements.

9. SAFETY FILE:

Before any work may commence, the appointed service provider must, in conjunction with the FOSKOR Safety Department, compile a SAFETY FILE specifically for THIS contract. The Contractor must make sure the safety representative attends the monthly service providers meeting every (2nd Monday of the month 3rd Monday if 1st or 2nd Monday a public holiday) at 13:30 in the FOSKOR Plant Training Hall).

The SAFETY FILE must always be available for inspection by a FOSKOR official.

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.

SECURITY CLEARANCE

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods 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.

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. FOSKOR is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. 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. The CSD can be accessed at <https://secure.csd.gov.za/>.

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.



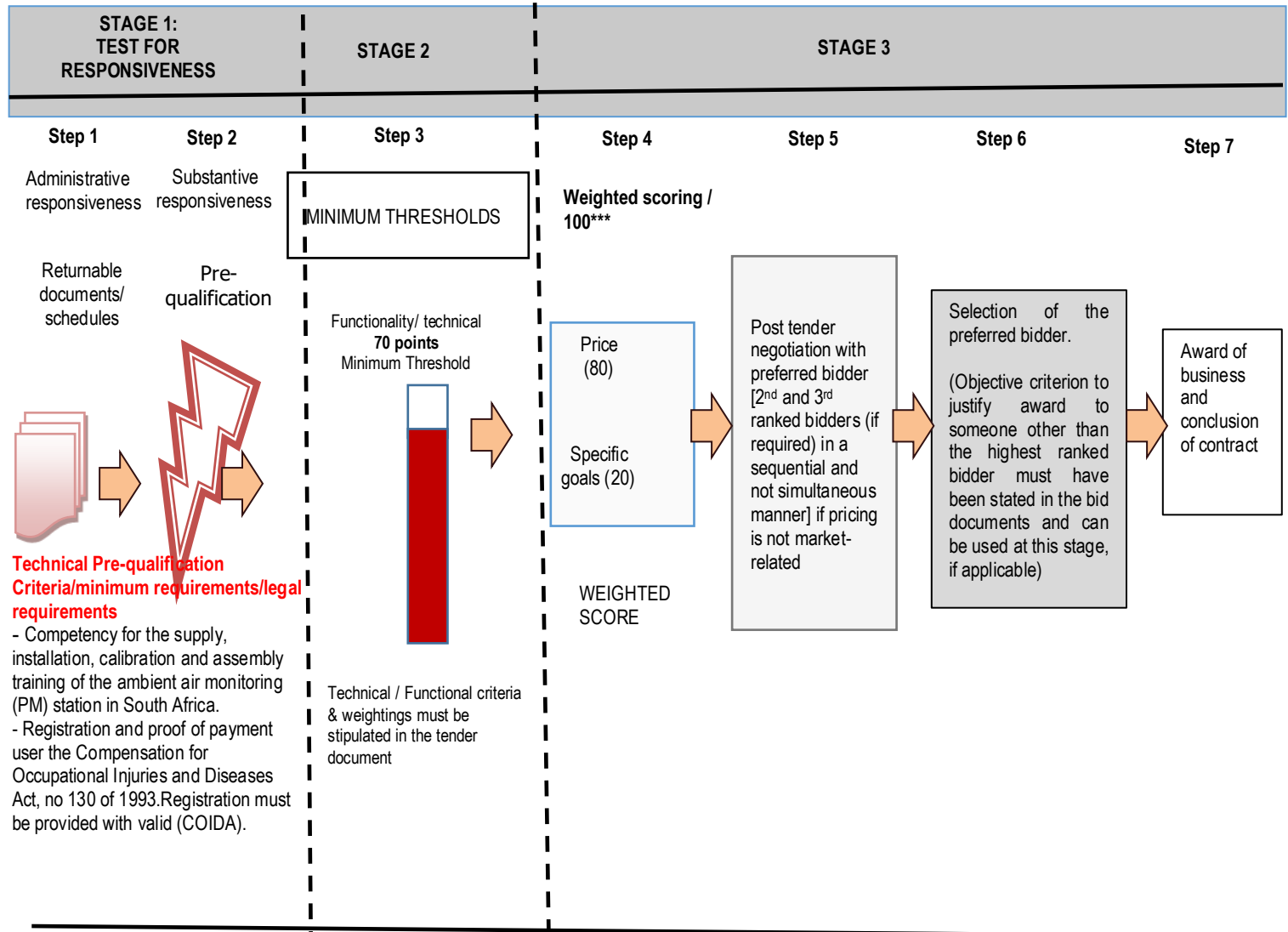
Respondent's Signature

Date and Company Stamp

SECTION 3: EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

1 EVALUATION CRITERIA

FOSKOR will utilise the following methodology and criteria in selecting a preferred Supplier/Service provider:



Respondent's Signature

Date and Company Stamp

1.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

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

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

1.2 STEP TWO: Test for Substantive Responsiveness to RFQ

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

Check for substantive responsiveness	RFQ Reference
<ul style="list-style-type: none"> Whether any general and legislation qualification criteria set by FOSKOR, have been met 	All sections
<ul style="list-style-type: none"> Whether the Bid contains a priced offer 	Section 4 - Quotation Form
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	All Sections
<ul style="list-style-type: none"> Proof of registration on the National Treasury Central Supplier Database (CSD) 	Section 2, paragraph 13

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

1.3 STEP THREE: Minimum Threshold points for Technical Criteria

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

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Technical Evaluation Criteria and Bid Assessment. (70% Threshold)	100%	Scoring	
1. Company Experience – Years in business of the supply, installation, calibration and commissioning of ambient air monitoring stations.	20%		Proof
3 years combined experience = 10%		10	Confirmation letter from the companies indicating the type of work done and the dates of duration of the contract.
4 years combined experience = 20%		20	
No experience = 0%		0	
2. List similar/same contracts awarded in past 5-10 years. Provide the following information/details:	30%		Proof
a) Brief description of the contract type (similar work conducted in the mining or industrial sectors monitoring or ambient air quality stations)			
b) Address/site of the Contract.			
c) Name and telephone/cell number of clear contract person.			

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3-4 Projects = 20%		20	Confirmation letter from the companies indicating the type of work done and the dates of duration of the contract.
4 Projects = 30 %		30	
No previous projects		0	
3.Team Leader/project specialist Experience: Team Leader/Project Technician/Engineer individual experience as installation technician of monitoring station equipment.	20%		Proof
1-2 years = 5%		5	CV indicating number of years the individual was involved with similar type of projects.
3-4 years = 10%		10	
5 years = 20%		20	
1 year = 0%		0	
4. Project Methodology/proposal: Detailed methodology on how the service provider plans to execute the project, including: a) Gantt chart or programme for the project which includes project, schedules, displaying tasks, their durations. b) Equipment delivery's) Installation procedures. d)System calibration and commissioning. e) Quality assurance and risk mitigation.	30%		Proof
Proposal submitted		30	Provide detailed proposal.
Proposal not submitted		0	
Mandatory requirements below			
NB// Failure to provide the <u>Mandatory documents</u> will lead to disqualification and your company will not be evaluated further.			
5.Mandatory Requirements			Proof
Competency for the supply, installation, calibration and/or assembly training of the ambient air monitoring (PM Monitor) station in South Africa.			Submit certification or any proof of evidence issued by the relevant body.

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Registration and proof of payment under the Compensation for Occupational Injuries and Diseases Act, no 130 of 1993. Registration number must be provided (Valid Letter of good standing). Submit Valid letter of good standing.			Submit proof of good standing (COIDA)
For the bid to be considered for shortlisting, the bidder needs to score 70% and above and comply to all mandatory requirements			

5.Mandatory Requirements			Proof
Competency for the supply, installation, calibration and/or assembly training of the turnkey meteorological (weather) station in South Africa. (Submit certification or any proof of evidence issued by the relevant body).			Submit certification or any proof of evidence issued by the relevant body.
Registration and proof of payment under the Compensation for Occupational Injuries and Diseases Act, no 130 of 1993. Registration number must be provided (Valid Letter of good standing). Submit Valid letter of good standing (COIDA).			Submit proof of good standing (COIDA)
For the bid to be considered for shortlisting, the bidder needs to score 70% and above and comply to all mandatory requirements			

1.4 STEP FOUR: Evaluation and Final Weighted Scoring

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

Evaluation Criteria	RFP Reference
• Commercial offer	Section 4

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<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

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

Where:

P_s = Points scored for the price of Bid under consideration

P_t = Price of Bid under consideration

P_{max} = Price of highest 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.

1.5 STEP FIVE: Post Tender Negotiations (if applicable)

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

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

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1.6 STEP SIX: Objective Criteria (if applicable)

- 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:
 - Skills Transfer and Capacity Building for FOSKOR.
 - Impact on FOSKOR's Return On Investment.
 - Rotation of Suppliers to promote opportunities for other suppliers, by overlooking a supplier that has been awarded business repeatedly overtime in order to benefit other suppliers in the market.
 - 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,
 - 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.
 - all Risks identified during a risk assessment exercise/probity check (which may be conducted by an authorised third party) that would be done to assess all risks, including but not limited to:
 - the financial stability of the bidder based on key ratio analysis, which would include, but not be limited to Efficiency, Profitability, Financial Risk, Liquidity, Acid Test, and Solvency.
 - due diligence to assess functional capability and capacity. This could include a site visit.
 - A commercial relationship with a Domestic Prominent Influential Person (DPIP) or Foreign Prominent Public Official (FPPO) or an entity of which such person or official is the beneficial owner; and
 - Reputational and Brand risks

1.7 STEP SEVEN: Award of business and conclusion of contract

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

2 VALIDITY PERIOD

FOSKOR requires a validity period of 180 [hundred and eighty Business Days from the closing date of this RFQ, excluding the first day and including the last day.

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Bidders are to note that they may be requested to extend the validity period of their bid, on 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.

3 DISCLOSURE OF CONTRACT INFORMATION

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.

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.

4 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:

Respondent's Signature

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Mandatory Returnable Documents	<i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ <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 or No]
Competency for the supply, installation, calibration and assembly training of the ambient air monitoring (PM Monitor) station in South Africa.	
Registration and proof of payment under the Compensation for Occupational Injuries and Diseases Act, no 130 of 1993. Registration number must be provided (Valid Letter of good standing). Submit Valid letter of good standing (COIDA).	

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]
Confirmation letter from the companies indicating the type of work done and the dates of duration of the contract.	
Confirmation letter from the companies indicating the type of work done and the dates of duration of the contract.	
Project Methodology/proposal, provide detailed proposal	

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c) Essential Returnable Documents:

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
SECTION 1: SBD1 Form	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 7: B-BBEE Preference Claim Form	
SECTION 8: Protection of Personal Information	
CSD Registration report	

5 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 RFQ. 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.

SECTION 4: QUOTATION FORM

I/We _____

hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard RFQ Terms and Conditions for the Supply of Goods or Services to FOSKOR; and
- any other standard or special conditions embodied in this Request for Quotation.

I/We accept that unless FOSKOR should otherwise decide and so inform me/us, this Quotation [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. I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, FOSKOR may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by FOSKOR in calling for Quotations afresh and/or having to accept any less favourable offer.

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Price Schedule

I/We quote as follows for the goods/services required, on a "delivered nominated destination" basis, including VAT:

PRICING SCHEDULE:

10. PRICING SCHEDULE:

Item No	Supply, Installation, calibration and commissioning of the Ambient Air Quality Monitoring at Foskor Mine Phalaborwa for A Once Off Period Until Completion by Financial Year (25_26FY).	TOTAL PRICE OF ITEM [ZAR]
1	Travel and accommodations rate per visit	R
2	Medical Surveillance	R
3	Induction	R
4	Mandatory Training (HIRA, Basis Safety and First Aid)	R
5	Personnel Protection Equipment (Clothing)	R
Description		TOTAL PRICE OF ITEM [ZAR]
Supply and Installation of the ambient air monitoring station at Foskor Mine in Phalaborwa		
6	Supply, Installation and calibration of real-time ambient air data and monitoring sections with remote monitoring capabilities which could be integrated with smart work-electrically powered supply with solar and battery capabilities for standby purpose.	R
7	Commissioning of the ambient air monitoring station.	R
8	Training for relevant personnel in the daily operation of the ambient air monitoring station.	R
9	Maintenance, Calibration and Support Services for the ambient monitoring station for the first 3 years after installation.	R
10	Technical engagement (Meetings) with Foskor-estimated 3 meetings (2 visual meeting and 1 in person meeting).	R

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Other Issue's/Aspects		
	a)	R
	b)	R
	c)	R
	d)	R
	e)	R
TOTAL PRICE, exclusive of VAT:		R
VAT 15% (if applicable)		R
Total Inclusive of VAT (where applicable)		R

Item No	Supply, Installation, calibration and commissioning of the Ambient Air Quality Monitoring at Foskor Mine Phalaborwa for A Once Off Period Until Completion by Financial Year (25_26FY).	TOTAL PRICE OF ITEM [ZAR]
1	Travel and accommodations rate per visit	R
2	Medical Surveillance	R
3	Induction	R
4	Mandatory Training (HIRA, Basis Safety and First Aid)	R
5	Personnel Protection Equipment (Clothing)	R
Description		TOTAL PRICE OF ITEM [ZAR]
Supply and Installation of the ambient air monitoring station at Foskor Mine in Phalaborwa		

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6	Supply, Installation and calibration of real-time ambient air data and monitoring sections with remote monitoring capabilities which could be integrated with smart work- electrically powered supply with solar and battery capabilities for standby purpose.	R
7	Commissioning of the ambient air monitoring station.	R
8	Training for relevant personnel in the daily operation of the ambient air monitoring station.	R
9	Maintenance, Calibration and Support Services for the ambient monitoring station for the first 3 years after installation.	R
10	Technical engagement (Meetings) with Foskor-estimated 3 meetings (2 visual meeting and 1 in person meeting).	R
Other Issue's/Aspects		
	a)	R
	b)	R
	c)	R
	d)	R
	e)	R
TOTAL PRICE, exclusive of VAT:		R
VAT 15% (if applicable)		R
Total Inclusive of VAT (where applicable)		R

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-

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- (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ.
- (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 RFQ.
- (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 RFQ.
 - If a market-related price is not agreed with the Respondent scoring the third highest points, FOSKOR must cancel the RFQ.
- b) All 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 price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- e) Please note that should you have offered a discounted price(s), FOSKOR will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

SECTION 5: CERTIFICATE OF ACQUAINTANCE WITH RFQ 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 RFQ. 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 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 in calculating tendered prices or any other purpose:

1.	FOSKOR's General Bid Conditions
2.	Standard RFQ Terms and Conditions for the supply of Goods or Services to FOSKOR
3.	FOSKOR's Supplier Integrity Pact
4.	Non-disclosure Agreement

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 RFQ 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 the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, 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 RFQ was unclear but in respect of which he/she failed to obtain clarity.

 Respondent's Signature

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The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFQ documents included in the RFQ as a returnable document, is found not to be true and/ or 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: _____

SECTION 6: RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. FOSKOR has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by us for RFQ Clarification purposes.
2. We have received all information we deemed necessary for the completion of this Request for Quotation [RFQ];
3. We have been provided with sufficient access to the existing FOSKOR facilities/sites and all relevant information relevant to the Supply of the Goods 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 RFQ from FOSKOR sources, other than information formally received from the designated FOSKOR contact(s) as nominated in the RFQ documents.
5. We have complied with all obligations of the Bidder/Supplier as indicated in the FOSKOR Supplier Integrity Pact 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.
6. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by FOSKOR in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner.
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 FOSKOR 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 the FOSKOR.

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

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

ADDRESS:

Indicate nature of relationship with FOSKOR:

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

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

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

- 12.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 12.2 Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

13 Bidder's declaration

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest ² in the enterprise, employed by the state?	YES/NO
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------

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.

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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

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.

Respondent's Signature

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- 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.
- 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

12. We further hereby certify that I/we **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: _____

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

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

SIGNED at _____ on this _____ day of _____ 20____

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

SECTION 7: B-BBEE PREFERENCE 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 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:

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

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

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

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

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

2. DEFINITIONS

- (a) **“All applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **“functionality”** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **“Price”** includes all applicable taxes less all unconditional discounts.
- (i) **“Proof of B-BBEE Status Level of Contributor”**
 - i) the B-BBEE status level certificate issued by an authorised body or person.
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **“QSE”** means a Qualifying Small 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 OR 90/10 PREFERENCE POINT SYSTEMS

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A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

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

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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	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 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.

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . =(maximum of 10 or 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	
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- 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		

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OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 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.

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- (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 style="text-align: center;">.....</p> <p style="text-align: center;">SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>.....</p> <p>ADDRESS:</p> <p>.....</p>
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SECTION 8:

SECTION 9: PROTECTION OF PERSONAL INFORMATION

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

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

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

Respondent's Signature

Date and Company Stamp

10. The Respondent may, in writing, request FOSKOR to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that FOSKOR correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in FOSKOR's possession in terms of the provision of the POPIA and utilising Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ 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	
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NO	
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12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying FOSKOR against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFQ is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

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

Respondent's Signature

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SECTION 10: 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. of 2013" (POPIA)": consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. The Operator will process all information by the FOSKOR in terms of the requirements contemplated in Section 4(1) of the POPIA: Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information of FOSKOR and the information of a third party that will be processed pursuant to this Agreement, the Operator is (Respondent) and the Data subject is "FOSKOR". Operator will process personal information only with the knowledge and authorisation of FOSKOR and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. FOSKOR reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning FOSKOR.
5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of FOSKOR and the information of a third party and agrees that it shall only process the information disclosed by FOSKOR in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from FOSKOR to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by FOSKOR or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from FOSKOR.
8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to FOSKOR in terms of this Agreement (physically, through a computer or any other form of electronic communication).
9. The Operator shall notify FOSKOR in writing of any unauthorised access to personal information and the information of a third party, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform FOSKOR of the breach as soon as it has occurred to allow FOSKOR to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
10. FOSKOR may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to FOSKOR and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.

Respondent's Signature

Date and Company Stamp

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

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

YES		NO	
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13. Further, the Operator acknowledges that it will be held liable by FOSKOR should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that FOSKOR submitted to it.

Signature of Respondent's authorised representative: _____

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

Respondent's Signature

Date and Company Stamp