FOSKOR	REQUEST FOR PROPOSAL FOSPHB-RFP-10-26/27	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/PROVISION OF ON-SITE WASTE MANAGEMENT SERVICES INCLUDING SERVICING OF SKIP BINS USING CONTRACTOR-OWNED ROLL-ON / ROLL-OFF SKIP TRUCKS AT FOSKOR MINING DIVISION (PHALABORWA) FOR A PERIOD OF 3 (THREE) YEARS.

RFP NUMBER	:	**FOSPHB-RFP-10-26/27**
ISSUE DATE	:	**25 May 2026**
CLOSING DATE	:	**23 June 2026**
CLOSING TIME	:	**12:00 PM**
BID VALIDITY PERIOD	:	**180 Business Days from Closing Date [09 February 2027]**

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

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

RFP NUMBER: FOSPHB-RFP-10-26/27

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Respondent's Signature

Date and Company Stamp

SECTION 1: SBD 1 FORM

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF ON-SITE WASTE MANAGEMENT SERVICES INCLUDING SERVICING OF SKIP BINS USING CONTRACTOR-OWNED ROLL-ON / ROLL-OFF SKIP TRUCKS MINING DIVISION FOSKOR SOC LTD					
BID NUMBER:	FOSPHB-RFP-10-26/27	CLOSING DATE:	23/06/2026	CLOSING TIME:	12:00
DESCRIPTION	FOR THE PROVISION OF ON-SITE WASTE MANAGEMENT SERVICES INCLUDING SERVICING OF SKIP BINS USING CONTRACTOR-OWNED ROLL-ON / ROLL-OFF SKIP TRUCKS FOR FOSKOR MINING DIVISION (PHALABORWA) FOR A PERIOD OF 3 YEARS.				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

RESPONDENTS ARE TO SUBMT 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	**011 347 000**
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?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ 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

Date and Company Stamp

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 PROVISION OF ON-SITE WASTE MANAGEMENT SERVICES INCLUDING SERVICING OF SKIP BINS USING CONTRACTOR-OWNED ROLL-ON / ROLL-OFF SKIP TRUCKS FOR FOSKOR MINING DIVISION (PHALABORWA) FOR A PERIOD OF 3 (THREE) YEARS
TENDER ADVERT	Foskor tenders are advertised on the National Treasury e-tender Portal, CIDB i-tender Portal and the Foskor website.
COMMUNICATION	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. 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. 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.
BRIEFING SESSION	Yes Compulsory Bidders are required to confirm their attendance and to send their contact details including the number of representatives (max. 2), where applicable to the following email address: daleenk@foskor.co.za Security Induction Hall at the Mine. This is to ensure that Foskor may make the necessary arrangements for the briefing session. Refer to paragraph 2 for details.
CLOSING DATE	**23 June 2026 12:00 pm** Bidders must ensure that bids are submitted timeously. If a bid is late, it will not be accepted for consideration.
VALIDITY PERIOD	**180 Business Days from Closing Date** Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded. Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from the tender process. With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12

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.

2. FORMAL BRIEFING – FOSPHB-RFP-10-26/27

A compulsory pre-proposal site meeting and briefing will be conducted at **FOSKOR Phalaborwa Mine at the Mine's Security Induction Hall on 11th June 2026, at *11:00 pm – 13:00 pm*** *for* a period of ± **2** hours.

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

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

3. RFP INSTRUCTIONS

- Please sign documents [sign, and/or 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 to **Daleen Kruger,** email Daleenk@foskor.co.za before 12:00 pm on, 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 Temp Supply Management Administrator **Ntwanano Mabulani** at telephone number 015 789-2151, 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.
- Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- Foskor will publish the outcome of this RFP in the National Treasury e-tender portal, CIDB i-tender portal (where applicable) and the Foskor website within 10 days after the award has been finalised. Respondents are required to check the Foskor website for the results of the tender process. All unsuccessful bidders have a right to request Foskor to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form.

6. CONFIDENTIALITY

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

7. COMPLIANCE

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

8. EMPLOYMENT EQUITY ACT

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

9. DISCLAIMERS

Respondents are hereby advised that Foskor is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of Proposals. In particular, please note that Foskor reserves the right to:

- modify the RFP's Goods/Services and request Respondents to re-bid on any such changes;
- reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- disqualify Proposals submitted after the stated submission deadline [closing date];
- award a contract in connection with this Proposal at any time after the RFP's closing date;
- award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- split the award of the contract between more than one Supplier/Service provider, should it at Foskor's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- cancel the bid process;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Foskor to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the outcome of the tender has been published the outcome of the bid process on the National Treasury e-tender portal, CIDB i-tender portal (where applicable) and the Foskor website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.

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

10. LEGAL REVIEW

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

11. SECURITY CLEARANCE

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

Respondent's Signature

Date and Company Stamp

SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. INTRODUCTION

Foskor (Pty) Ltd is an open-cast 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 is primarily a producer of phosphoric acid, phosphate-based fertilizers and lower volumes of sulphuric acid).

As part of its business activities approximately +-150 tons of waste management and general scrap are generated and disposed of each month. Foskor Phalaborwa has established a landfill on their site, which has been issued with a waste management license in terms of Section 49 (1) of the NEMA: Waste Act,2008 by the Department of Environment Affairs. As a condition of the license, Foskor is required to appoint an on-site waste management contractor to manage the operation of this facility.

2. OBJECTIVE OF THE SCOPE

The objective of this Scope of Work is to appoint a service provider to manage all waste generated on the Foskor Phalaborwa operations in a manner that ensures:

- Full compliance with appliable environmental, health, safety and radiation legislation.
- Effective waste segregation ,minimization, recycling and disposal.
- Continuous availability, servicing and maintenance of roll-on/off and skip waste bins.
- Accurate recoding, reporting and traceability of all waste streams.

The service provider must manage all onsite waste, ensuring compliance with National Environmental Management: Waste Act (NEMWA) of 2008.The scope covers the minimum specifications and requirements to provide waste management services for Foskor Phalaborwa operations including Plant, Mine, Foskor community centre in Namakgale and Moshate offices.

3. SCOPE OF WORK

Tenderers responsibility for the entire scope of work:

This contract will entail day-to-day management of waste on the Foskor Site and Expectations from the appointed On-Site Waste Management service provider to fulfil all legal requirements for managing the waste in accordance with NEMWA Act.2008.

The services include the collection, transportation, emptying, and return of waste bins to their designated locations, as well as on-site waste sorting, housekeeping, monitoring, reporting activities and disposing waste materials to designated waste disposal sites. These designated waste areas include but are not limited to the Foskor landfill site and the Local municipal landfill site. The service provider must sort the waste according to the classes and store in designated color-coded bins ready to be sold.

The service provider is required to manage Foskor's roll-on/off and skip waste bins at the sites mentioned and when required by Foskor appointed Waste Official or as need arise.

4. AREA AND FACILITIES COVERED

Operational Component includes:

a) Foskor Phalaborwa Mine and Plant

b) Salvage Yard

The Salvage is a Supervised area with limited access. Activities that are taking place in this area as follows: sorting recyclables, sorting of scrap metal, sorting of mixed waste from skip, tipping of different waste bins, storage of empty skips, etc.

c) Decontamination Facility

This area is adjacent to Salvage yard. It is used to wash the skips, wheelie bins, contaminated scrap metal, steel, HDPE pipes and sorting of mill rods.

d) Pink Yard

Radioactive equipment or material that is above the legal limit are kept in this area

e) Hazardous Yard

Storage of all classified hazardous waste material according to the SOP

f) Moshate Head Office

g) Foskor Community Centre (Namakgale); and

Storage of all classified hazardous waste material according to the SOP

h) Any other onsite or associated facilities as instructed by the Foskor Waste Management Official

Administration Components includes:

a) Manage and be responsible for all the staff forming part of the on-site waste management contract

b) Ensuring data needed to compile Monthly Reports is always readily available

c) Request and control loading numbers on an ongoing basis,(needs to be done only by Foskor Supervisor),see below

d) Ensure reporting of Truck onsite according to the loaded numbers issued out by Foskor Waste Supervisor

e) File all weighbridge certificates

f) Liaise with people in the plant regarding waste management requests and report them to the Foskor Waste Management Supervisor

g) See to the timeous completion of tasks given to the workforce

h) Complete inspections as stipulated by the Foskor Standards

5.REQUIREMENTS FOR THE SERVICING OF ROLL-ON AND SKIP WASTE BINS

a) The successful service provider shall be required to provide a dedicated skip team to execute the services under this contract.

The ream shall consist of qualified skip truck drivers, competent waste sorters, waste coordinators and general workers/cleaners:

i) The skip truck drivers will be responsible for the safe operations of waste removal, and the transportation of waste in accordance with site specific requirements.

ii) The waste sorters will be responsible for separating incoming waste into the different skip bins according to the varied waste types.

Remove contaminated waste and sort according to classification of waste material where needed.

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iii) The general workers/cleaners shall be responsible for maintaining good housekeeping standards at all waste collection points.

This includes ensuring that any litter or waste generated during the collection and handling of skip bins is adequately Cleaned and the area is left in an orderly condition.

b) The services shall include the supply of trucks, operators, fuel, maintenance, insurance and any other item of expense to ensure that waste bins can be effectively serviced.

c) The successful service provider to ensure that his/her toll-on skip waste bins trucks are dimensionally configured to safely and without causing damage load and transport the Foskor bins. There are 30 rill on/off bins and +- 20 skip bins on site belonging to Foskor mine.

d) A maximum of 8 (Eight) loads per day is permitted, unless otherwise instructed or when operational requirements dictate.

e) Provide the contact details 9e.g cell phone) of the person directly responsible (and/or bin truck driver) to the Foskor Waste official to ensure effective communication and the transfer of instructions.

f) Unless arranged otherwise, service the bins daily or as arranged or requested by the Foskor official.

g) From time-to-time it does occur that the various classes of scrap and waste materials, hazardous waste or hydrocarbons are mixed or placed in the wrong bin. The bin truck driver may not remove or empty the bin but is to immediately inform the responsible Foskor official or-area supervisor of the non-conformance.

h) This is a service contract; it is thus expected from the successful service provider to on a full-time basis make available suitable waste removal trucks to load, transport and deposit waste to correct waste site and return the waste bins to the original location. From time-to-time it will also be required to service bins over weekends, outside of normal working hours or during high demand times such as when there is increased operational demands/activities like plant cleaning activities and campaigns, during annual-or major maintenance activities, shutdowns or at project sites.

i) The service contract must adhere to all good housekeeping practice throughout the mine at the waste collections points. The waste removal must follow the requirements stipulated in the internal waste management SOP. Waste Removal collection points status must also be documented on daily basis and reported to the appointed waste management official. This includes cleaning around the storage area to ensure a litter free environment. Monitoring all skip and wheelie bins must be done daily and recoded as such. Report deviations and non-conformance to the waste management section as needed.

j) The successful contractor shall be responsible for reporting defective bins to ensure they remain functional, safe and fit for purposes. Specific focus shall be given to the general waste bins to ensure that any defects that may allow access to animals are promptly identified and reported for repairs.

6.OPERATING WORKING PROCEDURE

a) Daily the on-site contract supervisor shall:

i) Report to the designated Foskor official to receive instruction for the day.

ii) Present the appointed Foskor officials a list of the previous day's bins serviced, together with the weigh bridge certificates' approval.(Date waste description, in number/location, weight and weigh bridge transaction number).The service contract supervisor is to keep the approved list for attachment to the official monthly invoices

iii) The service contract supervisor to ensure that the gives the Foskor official his cell or contract number for communication and to transfer instructions.

b) Wate Bins should be serviced according to the provider schedule or as instructed.

c) Once a bin has been loaded, the driver shall weigh the truck (with full bin) at the main Foskor Security gate and obtain the weigh bridge certificates as proof that a bin has been serviced.

d) On a monthly basis and in accordance with Foskor's commercial requirements, the service provider shall compile, and single monthly invoices of all bins serviced, present it to the designated Foskor official for verification and approval and submit to the Foskor Creditors/Purchasing department payment. The invoice shall contain the following instruction:

i) Service Order Number.

ii) Separate list of each class of scrap.

- General scrap and household garbage (Grey bins)
- Clean steel (Yellow bins)
- Rubber scrap (Blue bins)
- Stainless steel/3CR12 (Green bins)
- Electrical waste and scrap (Orange bins)
- Radioactive contaminated scrap (Red bins)

iii) Date bin serviced

iv) Bin location/number

v) Weight of scrap/waste loaded (As per weight bridge certificate)

vi) Weight bridge certificate number

vii) All ORGINAL signed and approved DAILY WASTE BINS SERVICE REPORTS must be attached to the invoices.

e) On a monthly basis the service provider shall compile a report containing the following information :

i) By making use of and referring to the weight bridge certificates report the exact tonnages of the following classes of scrap and waste materials removed from site and where deposited

- General scrap and household garbage
- Clean Steel
- Rubber scrap
- Stainless steel /3CR12
- Electrical waste and scrap
- Radioactive contaminated scrap

ii) The report shall be presented to the designated Foskor Environmental official on or before the first Wednesday of each months.

7.LEGISLATIVE AND REGULATORY REQUIREMENTS

a) The successful or appointed service provider shall comply with:

i) The Mines Health and Safety Act with Regulation (Latest revision)

ii) The National Road Traffic Act with Regulation (Latest revision)

iii) All applicable national and international legislative requirements and regulations.

iv) Foskor (Pty) Ltd. COP No.25 for Service provider Control (Available on request)

v) All applicable Foskor procedures and policies applicable to successful application to successful application of the contract.(Available on request).

b) The successful or appointed service provider takes note that from time-to-time it may be required to service scrap and waste bins containing low levels of radioactive contaminated material/scrap. It is thus expected from the service

provider to comply with the following SANS standards, Foskor Cop's, Foskor (Standard Operating Procedures) and legislative requirements:

i) FOS-DOC-REC-01 Radiation Document Control and Record Keeping Procedures

ii) FOS-NCPC-01 Non-Conformance Preventative and Corrective Action Procedure for Foskor Mining Division

iii) FOS-TRANS-01 Transport of Radioactive Materials at Foskor Mining Division

iv) COP 58 Hazardous chemical and substance control

vi) All applicable Foskor procedures and policies applicable to the successful application of this contract, or as required by a Foskor official.(Available on request)

c) Unless otherwise stated in this document, the successful or appointed service provider shall comply with the latest revisions of the following SANS standard and related documents :

i) SANS 2072 Lifting tackle – Inspections

ii) SANS 4310 Cranes – Test code and procedures

iii) SANS 7363 Cranes and lifting appliances – Technical characteristics and acceptance documents.

iv) SANS 10296 Hand signals used with cranes and with lifting and suspended equipment.

v) SANS 12480-1 Cranes-Safe-use Part 1: General

vi) SANS 1157 Transport of dangerous goods-Design, Inspection requirements of road vehicles for the issue of municipal goods transport permit

vii) SANS 1118 Transport of dangerous goods-Design, construction, testing, approval and maintenance of road vehicles and portable tanks

viii) SANS 101878-8 Load securement on vehicles Part 8: Dangerous goods

ix) SANS 20073 Uniform provision concerning the approval of goods vehicles, trailers and semi-trailers with regard to their lateral protection.

d) 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 :

i) FSK-MD-PRO-10 Risks and Opportunities management

ii) COP 8 Mandatory, COP for mitigation and management of Covid-19

iii) COP 17 Mobile, Technical Process Training

iv) COP 28 Permit to work

v) FSK-MD-COP 01 Mandatory COP for occupational program on thermal stress.

vi) COP 52 Machine guarding

vii) COP 53 Lock Out System and Usage

viii) COP 56 Lifting Machinery and Lifting Tackle

ix) COP 58 Hazardous chemical and substance control

ix) COP 59 Mandatory COP for the operation of Trackless Mobile Machinery

ix) COP 65 Personal protective equipment

xii) FSK-MD-COP-03 Mandatory COP occupational health program on noise

xiii) COP 96 Working at Heights

xiv) FSK-MD-COP-02 Mandatory COP for risk-based fatigue management

xv) Any other Foskor procedures and policies applicable to the successful application by a Foskor official

e) All successful or appointed service providers shall comply with the following Environmental Specifications, Policies and Procedures:

i) COP 41 Housekeeping and workplace organization

ii)) FSK-MD-SOP-07 Waste Management

iii) COP 15 Resource conservation, energy and materials

iv) COP 70 Storage of petroleum products and other hazardous material

v) SOP 11 EQR Procedure for the handling of hazardous waste

vi) National Environmental Management Act 107 of 1998 (NEMA)

vii) National Environmental Management Act 59 of 2008 (NEMA) as amended

viii) National Environmental Management Air Quality Act 39 of 2004

ix) National Environmental Management Atmospheric Pollution Prevention Act 45 of 1965 ad mended

ix) National Environmental Management Act 36 of 1998 as amended

f) The successful service provider shall include in his/her SAFTY FILE, and comply with the following documents:

i) Environmental Aspects and Impact Register (Applicable to this contract)

ii) Environmental Objective and Targets (Applicable to this contract)

iii) Waste Management Plan (Applicable to this contract)

iv) FOSKOR Atmospheric Emissions Licence (Copy available on request)

v) FOSKOR Waste Management Permit (Copy available on request)

vi) FOSKOR Water Use License (Copy available on request)

vii) Any other Foskor environmental policies and procedures deemed applicable by a Foskor official

g) The successful or appointed service provider shall comply with the latest revisions of the following Foskor CTD's (Critical task Description) (CTD's area available on request):

i)2408-24 – Light Delivery Vehicle Operation

ii) 2408-23 Cleaning of Oil Spillages

iii) 2408-29 Moving of Full Oil Drums and Hazardous Materials

iv)Any other Foskor Critical Task Descriptions and/or Safe Working Procedures deemed applicable by a Foskor official

h) The successful or appointed service provider ensure that all his/her on-site employees have been authorized by a Foskor regulation 2.13.1 appointee to:

i)Perform job specific hazard identification and risk assessments (Foskor Annexure 1.3)

ii) Perform lockout procedures (Foskor Annexure 53.2)

iii) Operate lifting equipment and lifting tackle (Foskor Annexure 59.78)

iv) Operate trackless mobile machinery authorization as deemed applicable by a Foskor official

v) Any other Foskor activity requiring authorization as deemed applicable by a Foskor official

i) To access the Foskor site, the service providers' vehicle/s (Truck and service vehicles) must be:

ii) In a road worthy condition in accordance with the National Road Traffic Act

iii) Fitted with seatbelts in accordance with the National Road Traffic Act, Regulation 213. (Seatbelt construction and anchorage must comply with SANS standard 1430 and 10168

iv) To issued with a valid illumination certificate

iv) In accordance with the requirements of the National Road Traffic Act, truck and vehicles to be supplied with a set (2) of emergency warning triangles securely mounted and easily accessible in driver cab

v)All trucks and vehicles to be supplied with a 9.0kg charge, SANS approved, dry powder,40% Mono Ammononium Phosphate 45% Ammonium Sulphate and 0% Calcium Carbonate based fire extinguisher with scrubber valve bind gauge. Fire rating 3A:38.

j) The appointed service provider shall, before entering and operating a truck-or vehicle on the Foskor premises:

i)Obtain permission from the Foskor Safety & Security manager to operate his nominated service vehicle on the Foskor site.(Forms will be provided

ii) Obtain certificate of fitness from the Foskor Light Vehicle maintenance workshop supervisor or appointed Foskor inspector for his nominated truck/s and/or service vehicle/inspections conducted daily 08:00 and 08:30 and between 13:00 and 14:00 (Excluding Fridays) at the Light Vehicle Maintenance workshop.

iii) Submit the above permission and COF in at the main security office for issue of a vehicle access risk.

iv) Ensure that his services have been inspected (Daily) in accordance with Foskor standard (COP 59) to ensure that they are safe and fit for use (Forms will be provided)

v) See Foskor COP 59,Trackles Mobile Machinery for details

k) Before entering and operating a truck or vehicle (Own trucks or vehicles) on the Foskor site, the appointed service provider shall:

i)Ensure that his operators/drivers are in possession of a valid national driver's license for the specific class of vehicle, has been tested by appointee for the class of vehicle to be used on site.

ii) Operators/drivers have been tested by the Foskor mobile equipment training centre and authorized by a Foskor MHSA (Mines Health and Safety Act) regulation 2.13.1 appointee to operate a truck or vehicle in the mining areas, on the tailing's dams or Phosphate/Magnetite dispatch areas (Restricted or red-flag areas)

Contract the Foskor mobile equipment training centre on 015 789 2840 to make an appointment for competence testing and authorisation)

l) Before entering and operating/working on the Foskor site the appointed service provider shall ensure that his drivers/workmen are:

i)Briefed the required task and have been informed of any abnormal conditions/situations.

ii) Physically, emotionally and mentally fit to perform their duty

iii) Issued with necessary PPE (Personal Protective Equipment) to safely operate his trucks and/or service vehicles to perform the required duties of loading and transporting skip-and scrap waste bin

m) Before commencement of work:

i)All lifting tackle and -equipment have been inspected (daily) as it is in good and safety working order.

ii) All PPE (PPE (Personal Protective Equipment) has been inspected (daily) as in s goof safe working order.

iii) All women have participated in the completion of standard Foskor site risk assessment (Commonly known as a HIRA or Hazard Identification and Risk Assessment) and taken appropriate actions to mitigate any identified hazardous

iv) Because most work is being conducted outdoor (In the sun),all workmen have been briefed and issued (Has access) with water, sun protective PPE to prevent heat stress and/or fatigue.

n) Because accessing the load box/scrap bin of a service-or scrap removal trucks were working at heights is required (Above 2.0-meter ground level),appointed service providers employees shall

i)Make use of a safety lanyard (Full body harmless) that has been inspected and declared safe to use and secured to suitable anchorage points.

ii) Trucke load bin access ladders are in good and safe conditions. See Foskor COP, Working at heights for details

o) Although every effort has been made to ensure that eh 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 Foskor a PERMIT TO WORK. The following guidelines are provided in order to assist the appointed service provider in obtaining a PERMIT TO WORK. (See Foskor COP 28, Permit to work and COP 25, Service provider control for details):

a) The PERMIT TO WORK can be obtained from-and on completion returned to the Legal Administrator, Foskor Safety department.

b) Obtain a contract or order number from the Foskor Procurement Department.

c) Appoint a subordinate manager in accordance with Regulation 2.6.1 and an on-site supervisor in accordance with Regulation 2.9.2 of the Mines Health and Safety Act.

d) The appointed subordinate manager accordance and-supervisor shall be required to write and pass the Foskor 2.6.1 and 2.9.2 legal examination within 30 days after being award to this contract.

e) (Attend an hour legal exam briefing any Thursday between 08:00 and 09:00 at the Security training hall.

f) Write Legal examination any Friday between 07:30 and 10:30 at the Security training hall.(Please book)

i)Appoint an on-site SHE-Rep in accordance with section 29(1) of the MHSA to assist the Regulation 2.6.1 and 2.9.2 in the daily on-site management of health, safety and environmental issues.

ii)The designated SHE Rep must have the ability to read, write, and express himself/herself

ii)The appointed SHE Rep shall required to attend a five-day SHE Rep training course withing 30 days after being awarded this contract (Training free of charge. Make booking 015 789 2531

iv)The pre-requisite for attending the SHE Rep training course is successful completion of Basic Health and Safety Principles-and HIRA Training.(See Item h (i) below

g) See Foskor COP 5 Health and Safety Representative for details

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

i) All appointed service providers' on-site employees shall undergo a full medical examination at the Foskor on-site Clinic. The clinic can be contacted at 015 789 2427 for an appointment.

j)(NOTE: ALL NEW- and Employees LEAVING the service of the appointed service provider must undergo and entry

k)The appointed service providers designated on-site drivers shall receive competent testing and authorization to operate vehicles on the Foskor site (See Item 7U) under the heading LEGISLATIVE AND REGULATORY

REQUIREMENTS)

l) The appointed service providers' employee shall receive/have received training in:

- First aid level 1 (Provide own training)
- Basic Health & Safety Principles (Provide own training)
- HIRA (Provide own training)
- Radiation Awareness Training (Provide own-or receive Foskor training, contact 015 789 2531
- Basic Firefighting (Provide own-or receive Foskor training, contact 015 789 2531 to book)
- Lock out (Provide own-or receive Foskor training, contract 015 789 2531)

m) All training not provided by Foskor must be verified by the Foskor training superintendent, Mr. Johan Fouche. Please contract him on 015 789 2525 to make an appointment or alternative email proof of training and certificates to johanfo@foskor.co.za to confirm compliance before requesting his approval on the PERMIT TO WORK.

n) All the appointed service providers' on-site employees shall receive site specific induction training provided by Foskor Security office.

o) All the appointed service providers' on-site employees shall receive site specific induction training provided by the Foskor area Regulation 2.6.1 appointee.

p) Attached a one-page SCOPE OF WORK describing the required task and -outcome of this contract.

q) BRA)Baseline Risk Assessment) shall be completed for ALL "typical" task that will be completed under this contract. BRA to be signed by all service provider employees. Make use of Foskor own BRA document, Annexure 1.2,contained in COP 1,Foskor risk management (Available on request).

All Foskor's appointed MHSA Regulation 2.9.2,2.6.1,2.13.1,3.1 a manages listed officials must sign/approve the PERMIT TO WORK.

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

s) SARS issued tax clearance certificate.

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

u) U successful completion and approval of the PERMIT OF WORK the security department will issue the appointed service providers' employees with ID cards for access valid 12 months.

v)Any other documents, certificate or records as requested by a Foskor official deemed necessary to ensure that all safety. legislative, certificate or records as requested by a Foskor official deemed necessary to ensure that all safety. Legislative and administrative requirements have been met must be attached to the PERMIT TO WORK.

w)The appointed service provider must allow at least three to ten working days to complete all the PERMIT TO WORK requirements.

9.SAFETY FILE

Before any work may commence, the appointed service provider must, IN CONJUCTION WITH THE FOSKOR SAFETY DEPARTMENT, compile a SAFETY FILE specifically for THIS contract. Contract the area responsible safety representative or attend 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.

6. 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.*

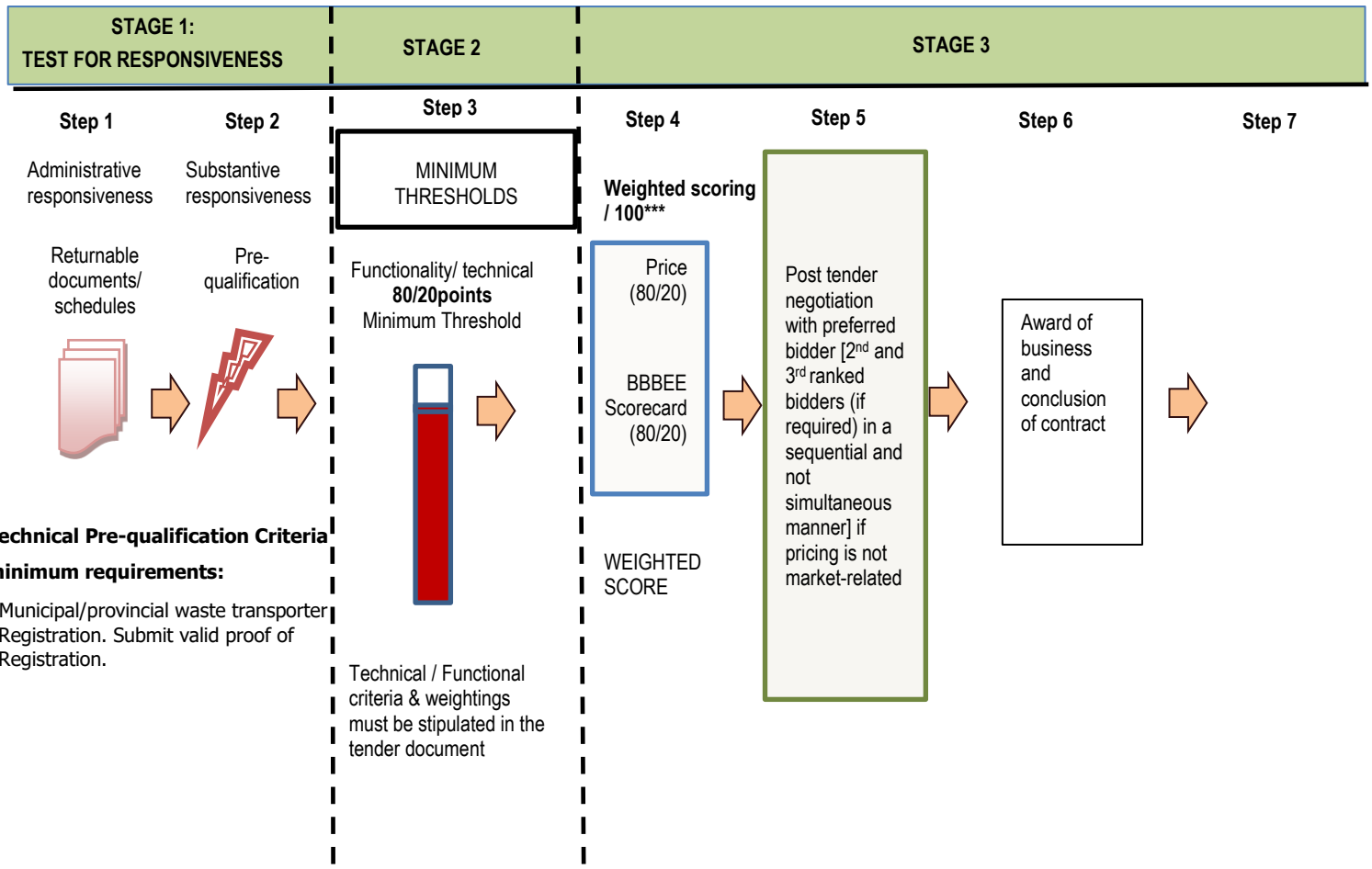
7. GENERAL SUPPLIER/SERVICE PROVIDER OBLIGATIONS

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

6.2 The Supplier/Service provider(s) must comply with the requirements stated in this RFP.

6. EVALUATION METHODOLOGY

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



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

7.1 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. Municipal/provincial waste transporter Registration. Submit valid proof of Registration.	*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

7.2 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 the Bid has been lodged on time	*All sections including Section 2 paragraphs, 2.2, 6.*
Team competency-Experience and Qualifications, Operational Capacity, Company experience in waste management services. Wate Management Plan. Municipal/provincial waste transporter Registration. Submit valid proof of Registration.	*Section 4*
List of similar contracts awarded in the last 5 years in any industry	*All Sections*

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

7.3 STEP THREE: Minimum Threshold points for Technical Criteria 70% for Technical Criteria

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

MEASUREMENT CRITERIA	WEIGHTING %	PROVIDE INFORMATION AND DETAILS (Attached if space insufficient)	NOTES / COMMENTS
PRE-QUALIFICATION			
1) Municipal/provincial waste transport registration	Yes/No		Submit valid proof of registration
NB- Failure to provide the mandatory document will lead to disqualification and your company will not be evaluated further			
2) Team Competency - Experience and Qualifications: **a)**Qualifications and experience of key management personnel (MHSA 2.6.1 - minimum 1) 5% **b)** Supervisory competence (MHSA 2.9.2 - minimum 1) 5% **c)** Skip truck and Roll-on waste bin truck driver/operator competence 3% **d)** Waste sorter / waste aggregator competence and training 7%	**20%**	Attached CVs and relevant qualifications and competence certificates	

3) Operational Capability: **a)** Availability and adequacy for fleet and equipment (2x trucks minimum) 10% **b)** Condition and suitability of skip trucks (photos provided) 10% **c)** Roadworthy & LMI Certificates 10%	**30%**	Provide details of vehicle conditions, proof of reliability, service records. Registration certificates, roadworthy certificates, lifting equipment load-rest certificates, photos of vehicles.	
4) Company experience in waste management services. Experience in mining/ industry waste management Scoring: **a)** At least two 3-year contracts in the past 10 years = 20% **b)** one 3-year contracts in the past 10 years = 10% **c)** Zero contracts in the past 3-years = 0%	**30%**	Provide a business profile for the company with listed waste management services that are offered by a radiation Protection specialist and list the clients. The reference letter should show the following information: Concise description of contract and duration Address/site of contract Name and contract details of clients Submit Proof of PO or reference letter fom and must have a letterhead referring company/Contract signed by both parties	
5) Waste Management plan: **a)** Effectiveness of waste management plan 10% **b)** Alignment with Foskor objectives and site requirements 10%	**20%**	Submit waste management plan	
Total Technical score	**100%**		
For the bid to be considered for shortlisting, the bidder needs to score 70% and above and comply to all mandatory requirements			

IMPORANT INFORMATION TO NOTE:

- **MANDATORY REQUIREMENTS/ PRE-QUALIFICATION CRITERIA:**

  Municipal/provincial wate transporter registration

Respondent's Signature

Date and Company Stamp

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

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

7.4 STEP FOUR: Evaluation and Final Weighted Scoring

a) **Pricing Criteria Weighted** score 80/20 points

Evaluation Criteria	RFP Reference
● Commercial offer	*Section 4*

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

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

Where:

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

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

Where:

Ps = Points scored for the price of Bid under consideration
Pt = Price of Bid under consideration
Pmax = 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.

7.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Threshold
Technical / functionality	**70%**

Evaluation Criteria	Final Weighted Scores
Price a	80
BBBE-E Scorecard	20
TOTAL SCORE:	**100**

7.6 STEP FIVE: Post Tender Negotiations (if applicable)

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

7.7 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.

7.8 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 with the successful Bidder at the acceptance of a letter of award by the Respondent.

SECTION 4: PRICING SCHEDULE REQUIREMENTS

Respondents are required to complete the table below:

The following PRICING SCHEDULE will be regarded as the primary quotation.

Failure to complete the PRICING SCHEDULE in full may result in rejection of the submitted tender.

Item	Description of Service	Unit of Measure /Km	Number of loads	Normal working hours	After hours & Weekends	Call out
1.1	From plant, mine or outside main gate areas to salvage yard (Main plant area) 3Km	Per load:		R	R	R
1.2	From plant, mine and outside main gate areas to GSB waste site (Mine waste dumpsite). 3Km	Per load:		R	R	R
1.3	From Moshate to GSB waste site (Mine waste dumpsite) 5Km	Per load:		R	R	R
1.4	From Foskor community centre (Namakgale) to GSB waste site (Mine waste dumpsite) 12Km	Per load:		R	R	R

1.5	Number of skips filled with sorted scrap according to classification (Average of 5 per day)	Per load:		R	R	R
		2. SUPPLIER PROVIDED WASTE BINS				Total
2.1	Weekly rental	Per Bin		R		
5.				6.		
5.1	Description: _____ _____ _____ _____ _____ _____	Per Unit				

	Year 1	Year 2	Year 3
From plant, mine or outside main gate areas to salvage yard (Main plant area) 3Km	Average = 1512	Average = 1512	Average = 1512
From plant, mine and outside main gate areas to GSB waste site (Mine waste dumpsite). 3Km	Average = 1320	Average = 1320	Average = 1320
From Moshate to GSB waste site (Mine waste dumpsite) 5Km	Average = 504	Average = 504	Average = 504
From Foskor community centre (Namakgale) to GSB waste site (Mine waste dumpsite) 12Km	Average = 756	Average = 756	Average = 756
Number of skips filled with sorted scrap according to classification (Average of 8 per day)	Average = 920 bins	Average = 920	Average = 920
Total cost	**R**	**R**	**R**

GENERAL

a) This contract will be a **"RATE BASED"** contract; verification of minor works scope and actual work conducted is subjected to inspection and re-measurement before invoicing.

b) This contractor is required to submit tender pricing strictly as per Pricing Schedule.

c) Failure to comply with Annexure A part 1 and Annexure A part 2 may lead to your disqualification from the tender process.

d) Price quoted according to the tender will be reduced by **1 % for each 5 days late** on agreed delivery dates where applicable.

e) Preference shall be given to dates which will be fixed for the duration of the contract, i.e. thirty-six (36) months from award date.

f) The contractor may include in the official tender document a detailed description for a price adjustment mechanism **e.g.** CPIX plus 2%. **Complete -Escalation.**

g) Please confirm if your employees belong to any bargaining council or union.

h) All meetings with the contractor management team will be held on site, unless arranged otherwise.

PRICING INSTRUCTIONS

i) Quoted rates must be ALL inclusive.

j) The fixed monthly cost shall represent the contractor's proportionate overhead cost (fixed costs) associated with the work area where the service is provided.

k) The variable monthly cost must be calculated using the man-hours worked by labourers multiple by the contract rates.

l) The variable monthly rates must not include premilitary and general overheads.

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.

7.8.1 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) 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 .

h) Please note that should you have offered a discounted price(s), Foskor will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

i) Where a Respondent's price(s) includes imported goods/items, the rate of exchange to be used must be in South African Rands for purposes of determining whether the price is market related or not and must be the currency's rate published by the South African Reserve Bank on the date of the advertisement of the bid:

Currency rate of exchange utilised: _____

j) In respect of incoterms conditions, if applicable, please refer to paragraph 25 of the General Bid Conditions which is attached to the RFP as Annexure …….. *[Complete required information or remove entire sentence if not applicable]*

k) Manufacturing and delivery lead time calculated from the date of receipt of purchase order: _____ weeks.

l) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 2, clause 1]

YES	

OR

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

……..

……

	YES	

1. DISCLOSURE OF CONTRACT INFORMATION

Prices tendered

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

Johannesburg Stock Exchange Debt Listing Requirements

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

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

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

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

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

3. SERVICE LEVELS

3.1 An experienced national account representative(s) is required to work with Foskor's procurement department.

3.2 Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.

4. RISK

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

4.1 Quality and specification of Goods/Services delivered:

_____

_____

4.2 Continuity of supply:

_____

_____

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

_____

_____

SIGNED at _____ on this _____ day of _____ 20___

SIGNATURE OF WITNESSES

1 _____

Name _____

2 _____

Name _____

ADDRESS OF WITNESSES

_____

_____

_____

_____

_____

Respondent's Signature

_____

Date and Company Stamp

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

I/We_____

[name of entity, company, close corporation or partnership] of *[full address]*

_____

_____

carrying on business trading/operating as

_____

represented by_____

in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated _____to enter 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.

_____ _____

Respondent's Signature Date and Company Stamp

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

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

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

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

ADDRESS FOR NOTICES

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

NOTIFICATION OF AWARD OF RFP

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

VALIDITY PERIOD

Foskor requires a validity period of 180 Business Days [from closing date] against this RFP, excluding the first day and including the last day.

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

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

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

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

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

_____

_____

_____

RETURNABLE DOCUMENTS

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

Mandatory Returnable Documents	***Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP will result in a Respondent's disqualification.***
Returnable Documents Used for Scoring	***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.***
Essential Returnable Documents	***Failure to provide essential Returnable Documents will 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.***

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 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]
Give reference list of projects, with values and contract numbers for verification	
Give list of equipment, vehicles, organigram and addresses of offices	
Give an operational plan	
Give a Contingency plan	

_____ _____

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 / Site Meeting / RFP Briefing	
SECTION : Protection of Personal Information	
CSD Registration report	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

SIGNED at _____ on this _____ day of _____ 20___

SIGNATURE OF WITNESSES ADDRESS OF WITNESSES

1 _____ _____

Name _____ _____

2 _____ _____

Name _____ _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

_____ _____

Respondent's Signature Date and Company Stamp

SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT/FOSKOR STANDARD TERMS AND CONDITIONS & APPLICABLE DOCUMENTS

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

1	General Bid Conditions
2	Foskor Standard Terms and Conditions
3	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 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

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Foskor has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;

2. We have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];

3. We have been provided with sufficient access to the existing Foskor facilities/sites and any and all relevant information relevant to the Goods/Services as well as Foskor information and Employees and have had sufficient time in which to conduct and perform a thorough due diligence of Foskor's operations and business requirements and assets used by Foskor. Foskor will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price;

4. At no stage have we received additional information relating to the subject matter of this RFP from Foskor sources, other than information formally received from the designated Foskor contact(s) as nominated in the RFP documents;

5. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Foskor in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner;

6. We have complied with all obligations of the Bidder/Supplier as indicated in the Foskor Supplier Integrity which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Foskor;

7. We declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Foskor Group including any person who may be involved in the evaluation and/or adjudication of this Bid;

8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of Foskor;

9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Foskor in the past 10 years. I further declare that if they were a former employee or board member of Foskor in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFP; and

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

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

    _____

    _____

_____ _____

Respondent's Signature Date and Company Stamp

Indicate nature of relationship with 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[1] 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

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.

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 consortium[2] will not be construed as collusive bidding.

14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

BREACH OF LAW

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

NATURE OF BREACH:

_____

_____

DATE OF BREACH:_____

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

_____ _____

Respondent's Signature Date and Company Stamp

SIGNED at _____ on this _____ day of _____ 20___

Signed on behalf of _____ Authorised hereto:	WITNESS:
Position:	Position:
Signature:	Signature:
	Registration No of Company/CC
	Registration Name of Company/CC

SECTION 8: RFP CLARIFICATION REQUEST FORM

RFP No: **FOSPHB-RFP-10-26/27**

RFP deadline for questions / RFP Clarifications: Before 12:00 pm on **11 June 2026**

TO:	Foskor (Pty) Ltd
ATTENTION:	Daleen Kruger
EMAIL	Daleenk@foskor.co.za

REQUEST FOR RFP CLARIFICATION

SECTION 9: B-BBEE PREFERENCE POINTS CLAIM FORM

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

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 exceed/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.

OR

Either the 80/20 or 90/10 preference point system will apply **[This clause is to be used where it is unclear as to which preference point system will be applicable – lowest acceptable bid will determine the preference point system. Delete if not applicable]**

1.3 Preference points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

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

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

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

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

2. DEFINITIONS

(a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) "**B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance

using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents

(h) **"Price"** includes all applicable taxes less all unconditional discounts.

(i) **"Proof of B-BBEE Status Level of Contributor"**

i) the B-BBEE status level certificate issued by an authorised body or person;

ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or

iii) any other requirement prescribed in terms of the B-BBEE Act.

(j) **"QSE"** means a Qualifying Small 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**

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

80/20 or

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$ or

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = 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[3]	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.6 A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution: . = ……(maximum of 10 or 20 points)

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

(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		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:…….

8.2 VAT registration number:……

8.3 Company registration number:……

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……

Respondent's Signature Date and Company Stamp

8.6 COMPANY CLASSIFICATION

- 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 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.

WITNESSES …….. ……	…… SIGNATURE(S) OF BIDDERS(S) DATE: …….. ADDRESS: ……

SECTION 10: CERTIFICATE OF ATTENDANCE OF COMPULSORY RFP BRIEFING

It is hereby certified that –

1. _____

2. _____

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

attended the site meeting /briefing in respect of the proposed Goods/Services to be rendered in terms of this **FOSPHB-RFP-10-26/27** on **__11th June _____2026 at 11:00 – 13:00 a period of +- 2hours.**

_____ _____

FOSKOR'S REPRESENTATIVE RESPONDENT'S REPRESENTATIVE

DATE _____ DATE _____

EMAIL _____

NOTE:

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

SECTION 11: JOB-CREATION SCHEDULE

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

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

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

YES		NO	

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

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

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

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

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

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

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

Respondent's Signature

Date and Company Stamp

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

SECTION 12: SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1. PILLARS OF THE PROGRAMME

1.1 The NIPP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$5 million or other currency equivalent to US$5 million will have a NIP obligation. This threshold of US$5 million can be reached as follows:

(a) Any single contract with imported content exceeding US$5 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$5 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$5 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$5 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIPP obligation on a *pro-rata* basis.

1.3 To satisfy the NIPP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

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

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with their bid documentation at the closing date and time of the bid.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIPP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid number;
- Description of the goods or services;
- Date on which the contract was awarded;
- Name, address and contact details of the contractor;
- Value of the contract; and
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIPP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

a. the contractor and the DTIC will determine the NIPP obligation;
b. the contractor and the DTI will sign the NIPP obligation agreement;
c. the contractor will submit a performance guarantee to the DTI;
d. the contractor will submit a business concept for consideration and approval by the DTI;
e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
f. the contractor will implement the business plans; and
g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

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

Bid number …….. Closing date: ……

Name of bidder……

Postal address ……

……

Signature…….. Name (in print)……..

Date……..

SECTION 13: PROTECTION OF PERSONAL INFORMATION

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

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

2. Foskor will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

   Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is "Foskor" and the Data subject is the "Respondent". Foskor will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

4. Foskor reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Foskor.

5. In responding to this bid, Foskor acknowledges that it will obtain and have access to personal information of the Respondent. Foskor agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

6. Foskor further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Foskor and/or its authorised appointed third parties.

7. Furthermore, Foskor will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Foskor requires the Respondent to process any personal information disclosed by Foskor in the bidding process in the same manner.

8. Foskor shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).

9. Foskor shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

10. The Respondent may, in writing, request Foskor to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Foskor correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to

the processing of any personal information relating to the Respondent in Foskor's possession in terms of the provision of the POPIA and 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 Foskor against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.

13. The Respondent declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

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

Respondent's Signature

Date and Company Stamp

SECTION 14: PROTECTION OF PERSONAL INFORMATION 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.

1. 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.

2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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).
8. 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.
9. 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.
10. 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 s possession in terms of the provision of the POPIA and utilising Form 2 of the POPIA Regulations.

11. 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	

12. 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: _____

13. 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/inforeg/, click on contact us, click on complaints.IR@justice.gov.za