

FOSKOR MINING

an Operating Division of FOSKOR (PTY) **LTD**

[hereinafter referred to as **Foskor**]

[Registration No. 1951/002918/07]

REQUEST FOR PROPOSAL [RFP]

**FOR THE PROVISION OF ON-SITE MAINTENANCE OF TYRES AND TYRE CHAINS
FOR A PERIOD OF THREE (3) YEARS**

RFP NUMBER	FOSCO-RFP-70-2024
ISSUE DATE:	13 MAY 2024
CLOSING DATE:	04 JUNE 2024
CLOSING TIME:	12:00 pm
BID VALIDITY PERIOD:	180 Business Days from 04 June 2024 to 11 February 2025

NOTE TO BIDDERS: ALL SUBMISSIONS MUST INCLUDE A USB FLASH DRIVE/MEMORY STICK THAT CONTAINS YOUR BID SUBMISSION ON THE CLOSING DATE AND TIME AS A REQUIREMENT.

SCHEDULE OF BID DOCUMENTS

Section No	Page
SECTION 1: SBD1 FORM	4
PART A	4
PART B	6
SECTION 2 : NOTICE TO BIDDERS	7
1 INVITATION TO BID	7
3 RFP INSTRUCTIONS.....	8
4 JOINT VENTURES OR CONSORTIUMS.....	8
5 COMMUNICATION.....	8
6 CONFIDENTIALITY.....	9
7 COMPLIANCE.....	9
8 EMPLOYMENT EQUITY ACT	9
9 DISCLAIMERS.....	9
10 LEGAL REVIEW	10
11 SECURITY CLEARANCE	10
12 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE	10
13 TAX COMPLIANCE.....	10
SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS	11
2 SCOPE OF REQUIREMENTS.....	11
6 EVALUATION METHODOLOGY.....	21
SECTION 4: PRICING AND DELIVERY SCHEDULE.....	28
SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS	33
SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT & APPLICABLE DOCUMENTS.....	38
SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM.....	39
SECTION 8: RFP CLARIFICATION REQUEST FORM	44
SECTION 9: B-BBEE PREFERENCE POINTS CLAIM FORM.....	45
SECTION 10: SBD 5	51
SECTION 11: PROTECTION OF PERSONAL INFORMATION	54

RFP ANNEXURES:

ANNEXTURE B – FOSKOR STANDARD TERMS AND CONDITIONS

ANNEXURE C- NON DISCLOSURE AGREEMENT

ANNEXURE D- GENERAL BID CONDITIONS

ANNEXURE E – INTERGRITY PACK

Respondent's Signature

Date & Company Stamp

RFP FOR THE PROVISION OF ON-SITE MAINTENANCE OF TYRES AND TYRE CHAINS FOR A PERIOD OF THREE (3) YEARS.

SECTION 1: SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF RFP FOR THE PROVISION OF ON-SITE MAINTENANCE OF TYRES AND TYRE CHAINS FOR A PERIOD OF THE PERIOD OF THREE (3) YEARS, A DIVISION FOSKOR SOC LTD							
BID NUMBER:	FOSCO-RFP-70-2024	ISSUE DATE:	13 MAY 2024	CLOSING DATE:	04 JUNE 2024	CLOSING TIME:	12:00AM
DESCRIPTION	PROVISION OF ON-SITE MAINTENANCE OF TYRES AND TYRE CHAINS FOR A PERIOD OF						
BID RESPONSE DOCUMENTS SUBMISSION							
<p>RESPONDENTS ARE TO SUBMIT THEIR BID RESPONSES AT THE RECEPTION OF THE FOLLOWING ADDRESS:</p> <p>Foskor Phalaborwa Head Office,</p> <p>FOSKOR Phalaborwa mine</p> <p>27 Selati Street</p> <p>Phalaborwa</p> <p>Please include a USB Flash Drive (soft copy) with your submission</p>							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Matlapaneng Thobejane			CONTACT PERSON	Matlapaneng Thobejane		
TELEPHONE NUMBER	011 347 0600			TELEPHONE NUMBER	011 347 0600		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	BenT@foskor.co.za			E-MAIL ADDRESS	BenT@foskor.co.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							

Respondent's Signature

Date & Company Stamp

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

Respondent's Signature

Date & Company Stamp

PART B

TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE: _____

Respondent's Signature

Date & Company Stamp

SECTION 2 : NOTICE TO BIDDERS

1 INVITATION TO BID

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

DESCRIPTION	Provision of on-site maintenance of tyres and tyre chains for a period of three (3) years.
TENDER ADVERT	Foskor tenders are advertised on the National Treasury e-tender Portal and Foskor website.
COMMUNICATION	<p>Foskor will publish the outcome of this RFP on the National Treasury e-tender portal 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 requested must be directed to the contact person stated in the SBD 1 form.</p> <p>Any addenda to the RFP or clarifications will be published on the National Treasury e-tender portal and the Foskor website. Bidders are required to check the National Treasury e-tender portal and the Foskor website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Foskor will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
BRIEFING SESSION	No
CLOSING DATE	<p>04 June 2024</p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p> <p>Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.</p> <p>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12</p>
VALIDITY PERIOD	180 Day from 04 June 2024 to 11 February 2025

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

2 RFP INSTRUCTIONS

- 2.1 Please sign documents [sign, stamp and date the bottom of each page] before submitting them. The person or persons signing the submission must be legally authorised by the respondent to do so.
- 2.2 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- 2.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 2.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 12 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

3 JOINT VENTURES OR CONSORTIUMS

- Respondents who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Foskor through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Foskor.
- Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Table 3.2 of the specific goals Claim Form.

4 COMMUNICATION

- 4.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted to **Matlapaneng Ben Thobejane** before **12:00pm on 28 May 2024 via email to BenT@foskor.co.za**, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Foskor's response to such a query will be published on the National Treasury e-tender portal and the Foskor website.
- 4.2 Respondents are to note that changes to its submission will not be considered after the closing date.
- 4.3 Respondent may also, at any time after the closing date of the RFP, communicate with the name of delegated individual on any matter relating to its RFP response:

Email: **MphoT@foskor.co.za**

It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Foskor in respect of this RFP between the closing date and the date of the award of the business.

- 4.4 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.
- 4.5 All unsuccessful bidders have a right to request Foskor to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

5 **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.

6 **COMPLIANCE**

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

7 **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.

8 **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:

- 8.1 modify the RFP's Goods/Services and request Respondents to re-bid on any such changes;
- 8.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 8.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 8.4 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 8.5 cancel the bid process;
- 8.6 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;
- 8.7 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 8.8 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;
- 8.9 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;
- 8.10 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.

9 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.

10 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.

11 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.

12 TAX COMPLIANCE

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

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

The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

SECTION 3: BACKGROUND AND SCOPE OF REQUIREMENTS

1. BACKGROUND

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

As part of its mining and beneficiation operations Foskor has a large fleet of light- and medium vehicles and earth moving machines and equipment. In order to maintain the fleets' tyres and chains the services of an on-site service provider to maintain the tyres- and tyre chains of light- and medium vehicles and for OTR (Off The Road) earth moving machines and equipment.

2. SCOPE OF WORK

This scope covers the minimum specifications and requirements to provide an on-site service to maintain the tyres- and tyre chains of light- and medium vehicles and for OTR earth moving machines and equipment. The service provider must also be prepared to provide the service after normal working hours and over weekends or public holidays.

Any additional specifications, terms, conditions or guarantees not mentioned in this scope may be brought to Foskor's attention on the official tender.

It is the responsibility of the BIDDER to evaluate the Foskor site and actual working conditions. A site visit can be arranged.

3. BASIC REQUIREMENT

This is a service contract; it is expected from the successful bidder/service provider to provide a full-time on-site tyre maintenance team consisting of five (5) tyre fitters that are trained and experienced in the maintenance of tyres and tyre chains for the following vehicles and earth moving equipment:

Vehicle Type	Quantity
Komatsu WAI 200 Front-End-Loader (Chained)	2
Komatsu WA800 Front-End-Loader (Chained)	2
Komatsu 730E 180-Ton Haul Trucks	14
Komatsu HD785-7 90-Ton Haul Trucks	4
CAT 789D 180-Ton Haul Trucks	4
ADT, Graders, FEL, Mobile cranes, etc.	28
LDV and light passenger vehicles	151
Commercial vehicles and fixed chassis trucks	28
Solid Tyred Forklift and Mobile Personnel Lifts	11

NOTE: Chain maintenance will only consist of hole repairs, replacing links and minor maintenance requirements. Chain fitments, removals and adjustments will be performed by the chain OEM/Supplier.

The tyre maintenance team will work on-site under the direct supervision of the Foskor tyre maintenance workshop supervisor.

Because Foskor is a 24/365 operational mine, it will be expected that the tyre maintenance team may from time-to-time be required to work overtime and/or over weekends.

IMPORTANT NOTICE

BIDDER TO ENSURE THAT ALL ITEMS MENTIONED IN THIS SCOPE HAVE BEEN READ, IS UNDERSTOOD AND PROVIDED FOR.

TO ENSURE THAT THE BIDDER SUBMITS A VALID QUOTE AND TO ASSIST WITH THE TENDER EVALUATION PROCESS, BIDDER TO COMPLETE AND PROVIDE ALL INFORMATION AS REQUESTED THE FOLLOWING:

- MANDATORY RETURNABLE DOCUMENTS TABLE.
- TECHNICAL EVALUATION TABLE.

OMISSION OR FAILURE TO INCLUDE OR TO INDICATE THAT EACH AND EVERY MANDATORY REQUESTED ITEM, REQUIREMENT, SPECIFICATION OR REQUESTED INFORMATION WILL BE PROVIDED FOR WILL RESULT IN IMMEDIATE REJECTION OF QUOTATION OR BID.

ANY BID/QUOTATION WITH A TECHNICAL SCORE OF LESS THAN 70% WILL NOT BE CONSIDERED.

INFORMATION PROVIDED MUST BE DETAILED, CLEAR AND CONTAIN SUFFICIENT INFORMATION TO ENABLE THE BID EVALUATION COMMITTEE TO MAKE A DECISIVE ASSESSMENT. DO NOT TICK USE THE WORD 'YES' OR SIMILAR SHORT STATEMENT.

4. MINIMUM PRE-BID QUALIFICATION CRITERIA AND REQUIREMENTS

The bidder/supplier (Company) must be a recognized service provider for the REPAIR, MAINTENANCE- and EXAMINATION of tyres- and tyre chains of light and medium vehicles and for OTR earth moving machines and equipment and must comply with the following mandatory pre-qualification criteria and -requirements before any bid will be considered for technical- and/or commercial evaluation and assessment.

Provide the following supporting information on an official company letterhead,-brochure or similar document:

- a) Must be a recognised service provider in the REPAIR, MAINTENANCE and EXAMINATION of tyres and tyre chains of light and medium vehicles and for OTR earth moving machines and equipment.
(Provide details: Company description/profile, photos, list of services and products, address, number of employees, organogram structure, turnover, etc.)
- b) Must have in the past three (3) years successfully managed at least three (3) same or similar tyre maintenance

service contracts. (Provide details of at least three (3) of the same or similar tyre maintenance service contracts awarded in the past three (3) years. Provide description of service, contract value, client name and contact person, dates/period of contract, etc).

- b) Must have in its employ fully trained and qualified tyre and tyre chain maintenance fitters for of light and medium vehicles and for OTR earth moving machines and equipment.
(Provide detailed CV (Curriculum Vitae) of all employees that will be allocated to this contract. Names, qualifications and tyre maintenance training, safety certificates and experience regarding tyre and tyre chain maintenance as required for this service contract, including operational experience of a tyre handler machine)
- c) Must have an approved maintenance and management procedure and quality control plan for OTR tyres and chains. (Provide copy of tyre and chain maintenance/management procedure and quality control plan (Including tyre management report that will be used on-site at Foskor)
- d) CIPIC certificate (Companies and Intellectual Property Commission) as a service provider in the repair and maintenance of OTR tyres and chains.(Provide certificate)

5. SERVICE PROVIDER ROLES AND RESPONSIBILITIES

a) Provide a full-time on-site tyre- and chain maintenance team consisting of the following:

- i. FIVE (5) qualified and experienced tyre fitters.
- ii. TWO (2) of the above-mentioned tyre fitters will be required to write and pass the Foskor 2.9.2 legal examination within 30 days after being awarded this contract.
- iii. ONE (1) of the above-mentioned tyre fitters will be appointed as MHSA (Mines Health and Safety Act) Regulation 2.9.2 site supervisor.

TAKE NOTE:

- Second 2.9.2 trained employee must be available to act as MHSA Reg 2.9.2 supervisor in the absence of the full time appointed 2.9.2 supervisor.
 - Functionally the service providers' 2.9.2 appointee will report to and work under the direct supervision of the Foskor Truck and Tyre workshop 2.9.2 appointed supervisor.
 - Legislatively, the service providers' 2.9.2 appointee will report to the responsible Foskor 2.6.1 and 2.13.1 MHSA appointees.
- iv. Any TWO (2) of the above-mentioned team members must always be authorised to operate the Foskor tyre handler.
 - v. Normal working hours: Monday to Thursday 06:15- 15:30 (Tea time 09:00-09:15 and Lunch 11:30- 12:00) Friday 06:15 - 12:30 (Tea time 09:00 - 09:15 and Lunch 11 - 12:00). Because Foskor is a 24/365 operational mine, ensure that the tyre maintenance team is available to work from time-to-time, work after normal working hours (Overtime work) to compete tasks at hand.
- b) Ensure that TWO (2) of the qualified and experienced tyre fitters are on standby and available to assist with work requests after normal working hours, over weekends and on public holidays.
Must be on-site within 45-minutes after receiving a request/call-out.

- c) Ensure that the tyre and chain maintenance team report daily (Monday to Friday at 06:15) to attend the Tyre workshops' MBA (Mining Business Area) meeting to receive daily updates on operational conditions and to receive daily instructions. Names and contact numbers of persons on standby must be provided to the Foskor Tyre workshop supervisor.
- d) Provide and comply with a maintenance and management procedure and quality control plan for OTR tyres and chains.
- e) Provide the on-site tyre and chain maintenance team with a service vehicle able to access mobile equipment requiring tyre/chain maintenance within the Foskor site (Mine open pits, ore beneficiation plant and tailings dam areas) and restricted areas in accordance with the requirements of item 7. LEGISLATIVE- AND REGULATORY REQUIREMENTS, paragraphs f and g.
- f) Ensure that all his/her on-site employee/s have been authorised by a Foskor regulation 2.13.1 appointee to:
 - i. Perform job specific hazard identification and risk assessments.
 - ii. Perform lockout procedures.
 - iii. Any other Foskor activity requiring authorisation as deemed applicable by a Foskor representative.
- g) Provide a monthly inspection and report on the tyre/chain conditions of all on-site OTR vehicles, machines and equipment. The report must contain an analysis of tyre failures (i.e. normal wear, side cuts, tread damages, punctures, etc), percentage (%) wear, hours done, remaining tyre/chain life (hours), recommended replacements, etc. Service provider standard report may be used.
- h) Ensure that the work permit remains valid and up to date.
- i) Ensure that the safety file remains valid, a working document and up to date. File must always be available for inspection by a Foskor official.
- j) Ensure that minimum employee training requirements remain valid in accordance with the requirements of PERMIT TO WORK.
- k) If required, provide for the on-site tyre and chain maintenance team members' travelling and transport, accommodation, meals, allowances and every item of expense required to accommodate them locally within the Ba-Phalaborwa municipal area.
- l) All administrative requirements.
- m) All required PPE (Personal Protective Equipment). Minimum high visibility work jacket and long trousers, metal capped safety boots, safety cap and eye and ear protection. (Must provide sufficient PPE to ensure that garments can be washed regularly to ensure employee health and well-being).
- n) Ensure that registration under the Compensation for Occupational Injuries and Diseases Act remains valid.
- o) Ensure that SARS letter of good standing remains valid.
- p) Ensure that his employees are briefed, trained, physically, emotionally and mentally fit and issued with the necessary PPE to perform the duty in accordance with the requirements of the LEGISLATIVE AND REGULATORY REQUIREMENTS, paragraphs e, h and i.
- q) Maintain and manage the on-site tyre maintenance workshop in a clean, tidy and safe condition in accordance with all applicable legislative requirements and applicable Foskor standards and procedures as contained in its COP (Compendium Of Procedures) and SOP (Standard Operating Procedures).
- r) Comply with all applicable legislative Foskor's COP and CTD-, and SANS requirements.
- s) Comply with all applicable environmental legislative-, Foskor's COP and CTD, and SANS requirements.
- t) Ensure good and regular communication and cooperation with all appointed Foskor officials.

- u) Ensure compliance with the LEGISLATIVE AND REGULATORY REQUIREMENTS.
- v) Ensure compliance with the PERMIT to WORK.

6. FOSKOR ROLES AND RESPONSIBILITIES

- a) Provide fully equipped tyre workshop with all the tools and equipment required for tyre and tyre chain maintenance.
- b) Provide tyre handler mobile machine for use by service providers trained and authorized persons.
- c) Provide all the necessary replacement tyres, spares, components, consumables and every item of expense required to successfully carry out tyre and tyre chain repairs.
- d) Provide, install, commission and maintain service providers vehicle with a mine approved CAS (Collision Avoidance System)
- e) Provide change house and ablution facilities.
- f) Provide electrical power and potable water.

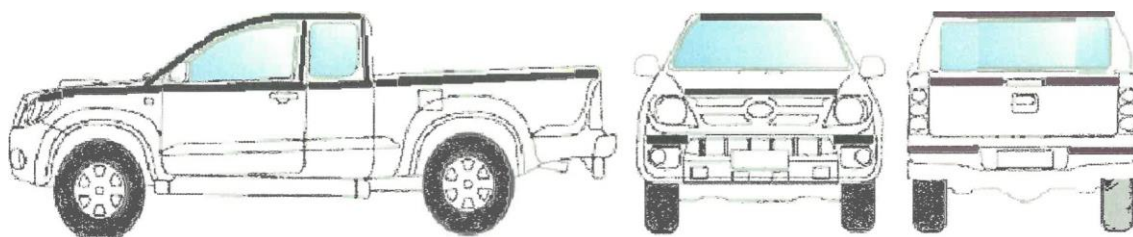
7. LEGISLATIVE AND REGULATORY REQUIREMENTS

- a) The successful or appointed service provider shall comply with:
 - i. The Mines Health and Safety Act with Regulations (Latest revision)
 - ii. The National Road Traffic Act with Regulations (Latest revision)
 - iii. All applicable national and international legislative requirements and regulations.
- b) Unless otherwise stated in this document, the successful or appointed service provider shall comply with the latest revisions of the following SANS standards and related documents:
 - i. SANS 765 Off-the-road (OTR) tyres- Earth-moving tyres for earth-moving machinery - Repairs and retreading
 - ii. SANS 1550-1 Motor vehicle tyres and rims - Dimensions and loads Part 1: General
 - iii. SANS 1550-2 Motor vehicle tyres and rims - Dimensions and loads Part 2: Passenger car tyres.
 - iv. SANS 1550-3 Motor vehicle tyres and rims - Dimensions and loads Part 3: Commercial vehicle tyres.
 - v. SANS 1550-4 Motor vehicle tyres and rims - Dimensions and loads Part 4: Motorcycle and scooter tyres.
 - vi. SANS 1550-5 Motor vehicle tyres and rims - Dimensions and loads Part 5: Off-the-road vehicle tyres.
 - vii. SANS 1550-6 Motor vehicle tyres and rims - Dimensions and loads Part 6: Agricultural vehicle tyres.
 - viii. SANS 1550-7 Motor vehicle tyres and rims - Dimensions and loads Part 7: Industrial vehicle tyres.
 - ix. SANS 1550-10 Motor vehicle tyres and rims - Dimensions and loads Part 10: Rim contours.
 - x. SANS 4250-3 Earth-mover tyres and rims Part 3: Rims
 - xi. SANS 10212 The roadside roadworthiness assessment of motor vehicles
 - xii. SANS 10408 Repairs to tyres for motor vehicles, tubes and valves

- xiii. ARP 007 The care, maintenance and use of motor vehicle tyres and rims (incorporating TREDCO guidelines)
- c) The successful or appointed service provider shall comply with the latest revisions of the following Foskor COP's (Compendium of Procedures) (COP's, policies and procedures are available on request):
- i. COP 1 Risks and opportunities management
 - ii. COP 8 Mandatory COP for mitigation and management of Covid19
 - iii. COP 17 Mobile, Technical and Process Training
 - iv. COP 18 Permit to work.
 - v. COP 25 Control of externally provided products and services.
 - vi. COP 43 Mandatory COP for occupational program on thermal stress.
 - vii. COP 52 Machine guarding
 - viii. COP 53 Lock Out System and Usage
 - ix. COP 56 lifting Machinery and Lifting Tackle
 - x. COP 58 Hazardous chemical and substance control
 - xi. COP 59 Mandatory COP for the operation of Trackless Mobile Machinery
 - xii. COP 60 Portable electrical equipment
 - xiii. COP 65 Personal protective equipment
 - xiv. COP 86 Mandatory COP for occupational health program on noise
 - xv. COP 96 Working at Heights
 - xvi. COP 99 Mandatory COP for risk-based fatigue management
 - xvii. Any other Foskor safety, health and quality policies and procedures deemed applicable by a Foskor representative.
 - xviii. All other Foskor procedures and policies applicable to the successful application of this contract.
- d) The successful or appointed service provider shall comply with the following Environmental Specifications, Policies and Procedures:
- i. COP 41 Housekeeping and workplace organisation
 - ii. COP 49 Waste Management
 - iii. COP 51 Resource conservation, energy and materials
 - iv. COP 70 Storage of petroleum products and other hazardous material
 - v. National Environmental Management Act 107 of 1998 (NEMA) vi. National Environmental Management Waste Act 59 of 2008 (NEMWA) as amended.
 - vii. The successful service provider shall include in his/her SAFETY FILE, and comply with, the following documents:
 - Environmental Aspect and Impact Register (Applicable to this contract).
 - Environmental Objectives and Targets (Applicable to this contract).
 - Waste Management Plan (Applicable to this contract).
 - FOSKOR Atmospheric Emissions License (Copy available on request)
 - FOSKOR Waste Management Licence (Copy available on request)
 - FOSKOR Water Use Licence (Copy available on request)
 - Any other Foskor environmental policies and procedures deemed applicable by a

Foskor representative.

- e) The successful or appointed service provider shall ensure that all his/her on-site employees have been authorised by a Foskor regulation 2.13.1 appointee to:
- i. Perform job specific hazard identification and risk assessments.
 - ii. Perform lockout procedures.
 - iii. Operate lifting equipment and lifting tackle.
 - iv. Operate trackless mobile machinery service provider employees.
- Any other Foskor activity requiring authorisation as deemed applicable by a Foskor representative.
- f) The service provider shall provide the on-site tyre- and chain maintenance team with a service vehicle able to access mobile equipment requiring tyre/chain maintenance within the Foskor site (Mine open pits-, ore beneficiation plant- and tailings dam areas) and restricted areas. The vehicle shall be:
- i. Equipped and capable of travelling on rough, uneven, and sometimes wet, muddy and slippery Gravel surfaces (Recommend 4X4 double cab).
 - ii. Fitted with an internally or externally mounted ROPS safety cell that has been designed, fabricated, tested and certified to comply with the requirements of ISO 34712008 - EARTH-MOVING MACHINERY - ROLL-OVER PROTECTIVE STRUCTURES or similar specification.
 - iii. Fitted with seatbelts in accordance with the National Road Traffic Act, Regulation 213. (Seatbelt construction and anchorage must comply with SANS standards 1430 and 10168)
 - iv. Fitted with an intermitting sounding reverse hooter.
 - v. Fitted with heavy duty towbar with standard ball-type attachment to tow mobile air compressor.
 - vi. Be issued with a valid illumination certificate.
 - vii. Fitted with an amber LED strobe light mounted in the centre of the vehicle roof, rear window protector or cab guard.
 - viii. Vehicle to be provided with two heavy duty stop-blocks (Chock blocks) vi. Fibreglass flagpole (buggy whip) and reflective flag.
 - viv. In accordance with the requirements of the National Road Traffic Act, vehicle to be supplied with a set (2) of emergency warning triangles securely mounted and easily accessible in the drivers cab.
 - ix. Vehicle to be supplied with a 9.0kg charge, SANS approved, dry powder, 40% Mono Ammonium Phosphate, 45% Ammonium Sulphate and 0% Calcium Carbonate based fire extinguisher with scrubber valve behind gauge. Fire rating 3A:3B.
 - x. Vehicle shall be provided with conspicuity marking strips (Tape) as follows (3M Diamond grade. Front white, rear red and sides yellow):



- g. The appointed service provider shall, before entering and operating a vehicle on the Foskor premises:
- i. Obtain permission from the Foskor Safety & Security manager to operate his nominated service

- vehicle/s on the Foskor site. (Forms will be provided)
- ii. Obtain a certificate of fitness from the Foskor Light Vehicle maintenance workshop supervisor or appointed Foskor inspector for his nominated service vehicle/s. Inspections conducted daily between 08:00 and 08:30 and between 13:30 and 14:00 (Excl. Fridays) at the Light Vehicle Maintenance workshop. To accompany the vehicle:
- Valid illumination certificate
 - Valid brake test certificate
- iii. Submit the above permission and COF in at the main security office for issue of a vehicle access disk.
- iii. Ensure that his service vehicles have been inspected (Daily) in accordance with the Foskor standard (COP 59) to ensure that they are safe and fit for use. (Forms will be provided).
See Foskor COP 59, Trackless Mobile Machinery for details.
- h. Before entering and operating a service vehicle (Own vehicle) on the Foskor site, the appointed service provider shall ensure that his:
- i. Driver/s are in possession of a valid national driver's licence for the specific class of vehicle, has been tested by the Foskor mobile equipment training centre and authorised by a Foskor MHSA (Mines Health and Safety Act) regulation 2.13.1 appointee for the class of vehicle to be used on site.
- ii. Driver/s have been tested by the Foskor mobile equipment training centre and authorised by a Foskor MHSA (Mines Health and Safety Act) regulation 2.13.1 appointee to operate a vehicle in the mining open pit operational areas, on the tailing's dams and Phosphate/Magnetite dispatch areas (Restricted or red-flag areas).
(Contact the Foskor mobile equipment training centre on 015 789 2840 to make an appointment for competence testing and authorisations)
- i. Before entering and operating/working on the Foskor site the appointed service provider shall ensure that his driver/workmen are:
- i. Briefed on the required task and have been informed of any abnormal conditions/situation Physically, emotionally, and mentally fit to perform their duty.
- ii. Issued with the necessary PPE (Personal Protective Equipment) to safely operate his service vehicles and perform the duty of maintaining, servicing, inspecting and testing mobile equipment tyres and chains before commencement of work:
- All tools and equipment have been inspected and tested to be in a good and safe working order.
 - All workmen have participated in the completion of a standard Foskor site risk assessment (Commonly known as a HIRA or Hazard Identification and Risk Assessment) and taken appropriate actions to mitigate any identified hazards.
- j. Although every effort has been made to ensure that the information contained within this document is correct, it remains the responsibility of the bidder to verify actual status and -site conditions. (A site visit can be arranged)

8. PERMIT TO WORK

Before any on-site work under this contract may commence, the appointed or successful service provider shall obtain from Foskor a PERMIT TO WORK. The following guidelines are provided 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 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.
 - i. The appointed subordinate manager and -supervisor shall be required to write and pass the Foskor 2.6.1 and 2.9.2 legal examinations within 30 days after being awarded this contract.
 - ii. Attend an hour long legal exam briefing any Thursday between 08:00 and 09:00 at the Security training hall.
 - iii. Write legal examination any Friday between 07:30 and 10:30 at the Security training hall. (Please book)
 - iv. Copies of the service providers 2.9.2- and 2.6.1 training records and appointment letters to be attached to the PERMIT - to - WORK.
- d) Provide a name list, including ID numbers, residential and postal addresses and telephone numbers of all of the appointed service providers' on-site employees.
- e) All of the appointed service providers on-site employees shall undergo a full medical examination at the Foskor on-site Clinix Clinic.
 - i. The clinic can be contacted at 015 789 2544 for an appointment.
 - ii. Proof of Payment (POP) is required prior to booking.
 - Short term medical surveillance, valid 30 days R250/person.
 - Transfer medical surveillance R250/person.
 - Fitness to work/case management R250/person.
 - Full medical for entry, periodic and exit R450/person.
 - Banking details:
CLINIX HEALTH GROUP
STANDARD BANK BRANCH CARLTON CENTRE 002305
ACCOUNT NUMBER 001170686
 - iii. X-Ray of chest required from local Phalaborwa supplier at R250/person. The Foskor on-site clinic can arrange transportation if required.
 - The service providers employees MUST DISCLOSE ALL MEDICAL CONDITIONS to the Foskor medical practitioner.
 - All female service provider employees that are pregnant or suspect that they could be pregnant must notify the Foskor medical practitioner.
 - All NEW employees and employees LEAVING the service of the appointed service provider must undergo a Foskor entry- and exit medical examination (Employees appointed or that resign after the PERMIT TO WORK Has been finalised).

- f) The appointed service providers' designated on-site drivers shall receive competence testing and authorisation to operate vehicles on the Foskor site (See item 7. LEGISLATIVE AND REGULATORY REQUIREMENTS, paragraph h).
- g) All of the appointed service providers' employees shall receive/have received training in:
 - i. First aid level 1 (Provide own training)
 - iii. Basic Health & Safety Principals (Provide own training)
 - iv. Basic firefighting. (Provide own- or receive Foskor training, contact 015 789 2531)

All training not provided by Foskor must be verified by the Foskor training superintendent Mr. Johan Fouche. Please contact him on 015 7789 2525 to make an appointment or alternatively email proof of training and certificates to johanfo@foskor.co.za to confirm compliance before requesting his approval on the PERMIT TO WORK.

All of the appointed service providers' on-site employees shall receive the basic Foskor site induction training at the Foskor Security office.

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

2531 A BRA (Baseline Risk Assessment) shall be completed for ALL "typical" tasks that will be completed under this contract. BRA to be signed by all service provider employees. Make use of Foskor's own BRA document, Annexure 1.2, contained in of COP 1, Foskor risk management (Available on request)

2532 Attach a one-page SCOPE OF WORK describing the required task and -outcome of this contract.

2533 All Foskor's appointed MHSA Regulation 2.9.2, 2.6.1 , 2.13.1, 3.1 .A managers and listed officials must undersign/approve the PERMIT TO WORK.

2534 Registration and proof of payment under the Compensation for Occupational Injuries and Diseases Act, no. 130 of 1993. Registration number must be provided.

2535 SARS issued tax clearance certificate.

2536 All relevant documentation and/or evidence of compliance must be attached to the PERMIT TO WORK.

2537 Upon successful completion and approval of the PERMIT TO WORK the security department will issue the appointed service providers' employees with access ID cards valid for 12 months.

2538 Any other documents, certificates 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.

2539 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 CONJUNCTION WITH THE FOSKOR SAFETY DEPARTMENT, compile a SAFETY FILE specifically for this contract. Contact the area responsible safety representative, (Available on request), 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.

1 GREEN ECONOMY / CARBON FOOTPRINT

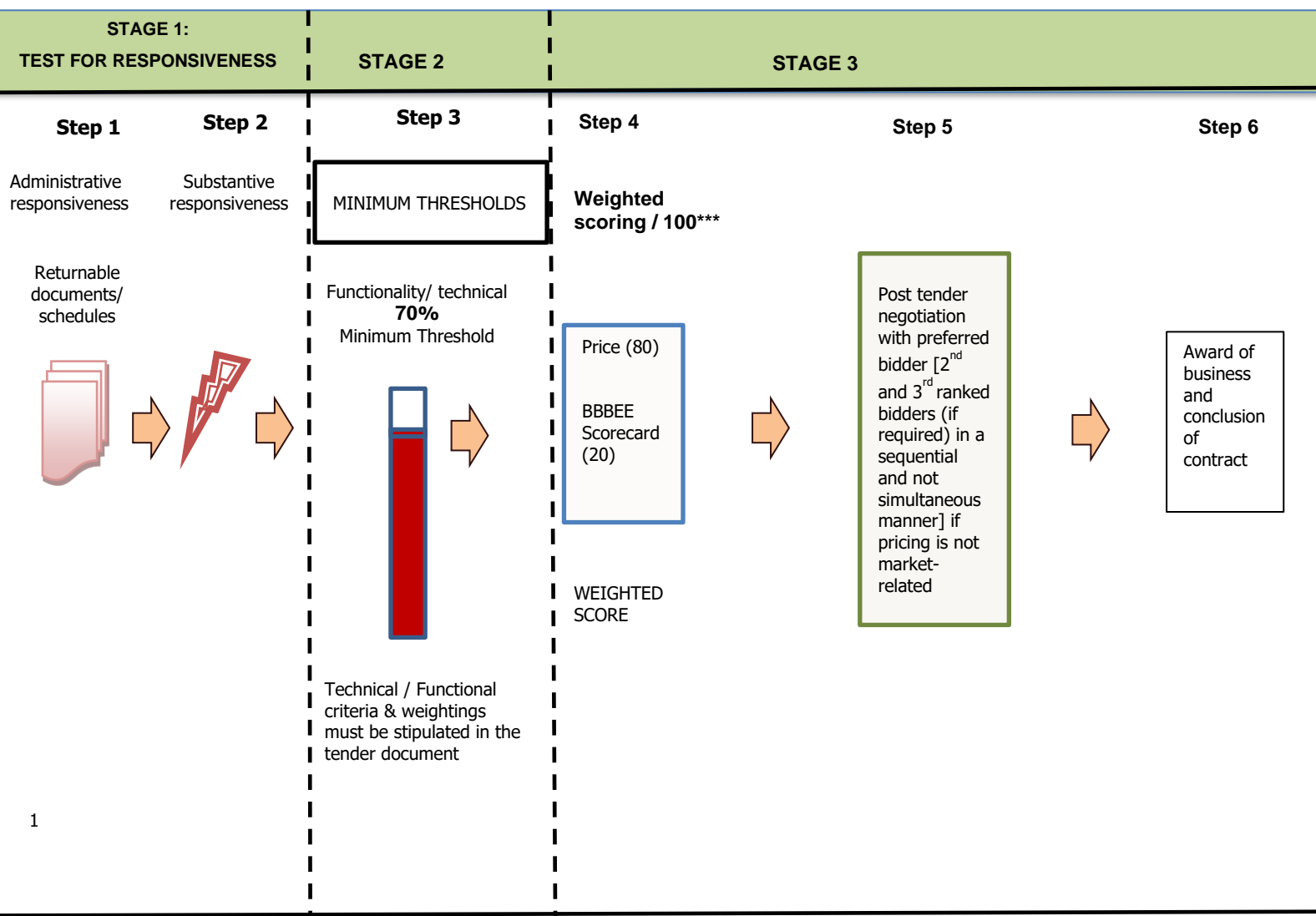
Foskor wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

2 GENERAL SERVICE PROVIDER OBLIGATIONS

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

3 EVALUATION METHODOLOGY

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



1

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

Respondent's Signature

Date & Company Stamp

evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).

3.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
• Whether the Bid has been lodged on time	<i>Section 2 paragraph 3</i>
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Section 5</i>
• Verify the validity of all returnable documents	<i>Section 5</i>
• Verify if the Bid document has been duly signed by the authorised respondent	<i>All sections</i>

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

3.2 STEP TWO: Test for Substantive Responsiveness to RFP

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

Check for substantive responsiveness	RFP Reference
• Whether any general and legislation qualification criteria set by Foskor, have been met	<i>All sections including: Section 2 paragraphs, 2.2, 6.</i>
• Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule	<i>Section 4</i>

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

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

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

1.	<p>Provide confirmation that a full-time on-site tyre- and chain maintenance team consisting FIVE (5) qualified and experienced tyre fitters will be allocated to this contract.</p> <ul style="list-style-type: none"> • Provide CV of all employees that will be allocated to this contract (Qualifications, experience, training, etc). • Indicate if intention will be to appoint/employ the current onsite maintenance team. <p>WEIGHTING: No information / Not comply = 0% Partially trained / qualified tyre fitter team = 15% Fully trained / qualified tyre fitter team = 25%</p>	25%	<i>Attach and reference if space insufficient</i>
2.	<p>Confirm that TWO (2) qualified and experienced tyre fitters will be available for standby duties after normal working hours, over weekends and on public holidays.</p> <p>WEIGHTING: No information / Not comply = 0% Yes, will comply / provide = 10%</p>	10%	<i>Attach and reference if space insufficient</i>
3.	<p>Provide maintenance- and management PROCEDURE and QUALITY CONTROL plan for OTR tyres and chains.</p> <p>WEIGHTING: No information / Not comply = 0% Provided procedure sub-standard = 50% Provided procedure on-standard = 100%</p>	15%	<i>Attach and reference if space insufficient</i>
4.	<p>Provide a monthly inspection and -report on the tyre/chain conditions of all on-site OTR vehicles, machines and equipment containing an analysis of tyre failures, percentage (%) wear, hours done, remaining tyre/chain life (hours), recommended replacements, etc. Provide copy of service providers standard report</p> <p>WEIGHTING: No information / Not comply = 0%</p>	10%	<i>Attach and reference if space insufficient</i>

	<p>No copy of report but will provide = 50%</p> <p>Partially compliant report and will provide = 70%</p> <p>Compliant report and will provide = 100%</p>		
5.	<p>Provide confirmation and detailed description of service vehicle to be allocated to this contract, i.e. photos, certificates, etc) that vehicle is:</p> <ul style="list-style-type: none"> i. Is capable of travelling in rough terrain and on wet and muddy gravel roads. ii. Is registered and road worthy in accordance with the requirements of the National Road Traffic Act of 1996. iii. Is fitted with a "safety cell" (ROPS – Roll Over Protection Structure) that has been designed, fabricated, tested and certified to comply with the requirements of ISO 3471:2008, or similar specification. iv. Is fitted with an intermitting sounding reverse hooter. v. Is fitted with heavy duty towbar with standard ball-type attachment. vi. Is issued with a valid illumination certificate. vii. Is fitted with a rotating- or flashing amber strobe light. viii. High visibility conspicuity tape applied to at least 80% of vehicle body length (Front, back and sides) ix. Is fitted with fibreglass flagpole (buggy whip) and reflective flag. x. Is fitted with a set of emergency warning triangles. xi. Is fitted with a set of stop-blocks (Chock blocks) xii. Is fitted with a 9.0kg charge fire extinguisher. <p>WEIGHTING:</p> <p>No information / Not suited = 0%</p> <p>Partially suited vehicle, less 50% compliant = 0.3</p> <p>Partially suited vehicle, not 100% compliant = 0.5</p> <p>Vehicle suited, less 50% compliant = 0.7</p> <p>Vehicle suited, not 100% compliant = 0.8</p> <p>Vehicle suited, 100% compliant = 1.0</p>	20%	<p><i>Attach and reference if space insufficient</i></p>

6.	<p>Provide confirmation that all team members will be provided with required PPE, i.e. high visibility work jacket and -long trousers, safety cap, metal capped safety boots, safety cap and eye and ear protection.</p> <p>WEIGHTING: No information / Will not provide = 0% Will provide required PPE = 5%</p>	5%	<i>Attach and reference if space insufficient</i>

7.	<p>Provide confirmation that the requirements under the following headings have been read, is understood and that all specifications and requirements will be complied to within 30days after being awarded this contract:</p> <p>LEGISLATIVE- AND REGULATORY REQUIREMENTS</p> <p>PERMIT TO WORK</p> <p>SAFETY FILE</p> <p>WEIGHTING:</p> <p>No information / Will not comply = 0.0</p> <p>Understood and will comply within 60 days = 0.5</p> <p>Understood and will comply within 30 days = 1.0</p>	15%	<i>Attach and reference if space insufficient</i>
			100%

The minimum threshold of 70% for technical/functionality [Step Three] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation.

3.4 STEP FOUR: Evaluation and Final Weighted Scoring

a) Price Criteria [Weighted score 80 points]:

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

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

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

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

$Pmin$ = Price of lowest acceptable Bid

b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 20/ points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

3.5 **SUMMARY: Applicable Thresholds and Final Evaluated Weightings**

Thresholds	Minimum Threshold
Technical	70

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

3.6 **STEP FIVE: Post Tender Negotiations (if applicable)**

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

3.7 **STEP SIX: Award of business and conclusion of contract**

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

SECTION 4: PRICING AND DELIVERY SCHEDULE*Respondents are required to complete the table below:*

a) PRICING SCHEDULE

PRICING SCHEDULE FOR SERVICE FEES	RATE
MONTHLY SERVICE FEE , to be fixed and inclusive of the following: <ol style="list-style-type: none"> Five (5) full time on-site trained and qualified tyre fitters. (Normal working hours Monday to Thursday 06:15 until 15:30 and Friday 06:15 until 12:30) Two (2) after hours standby trained and qualified tyre fitters to attend to breakdowns and callouts. (Daily, Monday 15:30 until Friday 12:30) All compliance requirements as contained in this document. 2.9.2 MHSA appointee allowance. All travelling and transport, accommodation, meals, allowances, etc. All required PPE and safety equipment. All administrative requirements. 	R/Month
WEEKEND STANDBY FEE , to be fixed and inclusive of the following: <p>Two (2) trained and qualified tyre fitters on standby. (Friday 12:30 until Monday 06:15)</p> <p>(NOTE: This is only the fee paid to the two persons on standby)</p>	R/Weekend
PUBLIC HOLIDAY STANDBY FEE , to be fixed and inclusive of the following: <p>Two (2) trained and qualified tyre fitters on standby (From 15:30 the day preceding the public holiday until 06:15 next normal working day)</p> <p>(NOTE: This is only the fee paid to the two persons on standby)</p>	R/Day
CALL OUT FEE , to be fixed and inclusive of the following: <ol style="list-style-type: none"> Upon request, standby tyre fitters to be on site within 45 minutes after receiving an official request/instruction. Travelling costs to and from the Foskor site. 	R/Call Out

SITE ESTABLISHMENT (This is a once off, non-compulsory fee to enable the successful service provider to obtain the PERMIT TO WORK and establish himself onsite at Foskor, Phalaborwa)	R
--	----------

HOURLY LABOR RATE WORKING OVERTIME OR ATTENDING TO BREAKDOWNS AND CALL-OUTS	
1.5 TIME (After hours, excluding Sundays & public holidays)	R/hour/person
DOUBLE TIME (Sundays and Public holidays)	R/hour/person

SERVICE FEE and LABOR RATES Annual escalation formula for years 2 and 3	

NOTE: For purposes of invoicing, the attached rates will be used, however as part the commercial evaluation process a detailed cost breakdown needs to be attached to the PRICING SCHEDULE explaining how the rates were calculated.

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.

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);

Respondent's Signature

Date & Company Stamp

- f) Quantities given are estimates only. Any orders resulting from this RFP will be on an "as and when required" basis.
- g) 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.
- h) 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	
-----	--

DISCLOSURE OF CONTRACT INFORMATION.

JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

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

DOMESTIC PROMINENT INFLUENTIAL PERSONS (DPIP) OR FOREIGN PROMINENT PUBLIC OFFICIALS (FPPO)

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

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

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
Is the Respondent (Complete with a "Yes" or "No")						
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO		
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the Entity / Business	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active

		(Nature of interest/ Participation)				
1						
2						
3						

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

1. PRICE REVIEW

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

2. RISK

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

2.1 Quality and specification of Goods/Services delivered:

2.2 Continuity of supply:

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

Respondent's Signature

Date & Company Stamp

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

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

carrying on business trading/operating as

represented by _____

in my capacity as _____

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

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

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

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

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

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

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

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

Respondent's Signature

Date & Company Stamp

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 04 June 2024 to 11 February 2025 against this RFP, excluding the first day and including the last day.

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

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

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

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

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

Respondent's Signature

Date & Company Stamp

RETURNABLE DOCUMENTS

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

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

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

a) Mandatory Returnable Documents

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 4 : Pricing and Delivery Schedule	
Provide proof that the Bidder is a recognised service provider in the REPAIR-, MAINTENANCE- and EXAMINATION- of tyres- and tyre chains of light- and medium vehicles and for OTR earth moving machines and equipment. (Supply company description/profile, photos, list of services and products, address, number of employees, organogram structure, turnover, etc.)	
Provide proof that the service provider have in the past three (3) years successfully managed at least three (3) same or similar tyre maintenance service contracts. (Provide details of at least three (3) current and past same or similar service contracts, i.e. provide description of service, contract value, client name and -contact person, dates/period of contract, etc).	
Proof that the Bidder have in its employ fully trained and qualified tyre- and tyre chain maintenance fitters for of light- and medium vehicles and for OTR earth moving machines and equipment. (Provide detailed CV (Curriculum Vitae) of all employees that will be allocated to this contract. Names, qualifications and tyre maintenance training, safety certificates and	

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
experience regarding tyre- and tyre chain maintenance as required for this service contract, including operational experience of a tyre handler machine)	
Proof that the Bidder have an approved maintenance- and management procedure and quality control plan for OTR tyres and chain maintenance and management. (Provide copy of approved tyre and chain maintenance/management procedure and quality control plan (Including tyre management report) that will be used on-site at Foskor)	
CIPIC certificate (Companies and Intellectual Property Commission) as a service provider in the repair- and maintenance of OTR tyres and chains.	

b) Returnable Documents Used for Scoring

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

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 9 of this RFP	
The bidding company must provide a Company Profile that indicates years of business in Engineering Pump & Pipeline Service.	
Respondents must Provide Valid Registration and proof of payment under the Compensation for Occupational Injuries and Diseases Act (COIDA Certificate), no. 130 of 1993. Registration number must be provided.	

c) Essential Returnable Documents:

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

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
SECTION 1: SBD1 FORM	
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 11: Protection of Personal Information	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
Company/Trust or CC registration documents (CIPC)	
Directors Identity Document (certified copies)	
Tax clearance certificate and Valid SARS Pin	
CSD Registration report	

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature_____
Date & Company Stamp

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

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

1	Annexure B – Foskor standard terms and conditions
2	Annexure C- Non disclosure agreement
3	annexure D- General bid conditions
4	Annexure e – Integrity pack

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 & 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:

Indicate nature of relationship with Foskor:

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

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

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

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

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

13 Bidder's declaration

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

YES/NO

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

Full Name	Identity Number	Name of State institution

¹the 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 consortium² will not be construed as collusive bidding.

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

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

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

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

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

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

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

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

For and on behalf of	AS WITNESS:

duly authorised hereto	
Name:	Name:
Position:	Position:

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

SECTION 8: RFP CLARIFICATION REQUEST FORM

RFP No: FOSCO-RFP-70-2024

RFP deadline for questions / RFP Clarifications: Before 12:00pm

TO: Foskor (Pty) Ltd

ATTENTION: Matlapaneng Thobejane

EMAIL BenT@foskor.co.za

RFP Clarification No [to be inserted by Foskor] FOSCO-RFP-70-2024

REQUEST FOR RFP CLARIFICATION

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Respondent's Signature

Date & Company Stamp

SECTION 9: B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance

fund contributions and skills development levies;

- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 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-BBBEE 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 defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

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

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

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

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

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

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.

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

Respondent's Signature

Date & Company Stamp

- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE 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

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

SECTION 10: SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**INTRODUCTION**

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

1. PILLARS OF THE PROGRAMME

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

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

4. PROCESS TO SATISFY THE NIPP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTIC will determine the NIPP obligation;
 - b. the contractor and the DTI will sign the NIPP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;

- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

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

Bid number FOSCO-RFP-70-2024

Closing date: 04 June 2024

Name of bidder.....

Postal address

.....

Signature.....

Name (in print).....

Date.....

SECTION 11: PROTECTION OF PERSONAL INFORMATION

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

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

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

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

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

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

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

Respondents are required to provide consent below:

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

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