

Tender no: **FOSPHB-RFP-32-24/25**

Cost Code:

Revision<sup>1</sup>:

Revised date: **30 April 2025**

NAME	TITLE	Employee. no	SIGNATURE	DATE
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**COMPILED – RECOMMENDATION**

M. H Malahlela	Superintendent: Milling	501249	<i>Mabone Helen Malahlela</i>	16 May 2025
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**APPROVAL TO PROCEED**

J. Mathebula	Chairman BSC Committee	500800		16 May 2025
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Comments:

BSC Reference

## SCOPE OF WORK

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**Tender No.: FOSPHB-RFP-32-24/25**

**Description: Milling Media Supply**

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### 1.1 Tender document

This document describes the scope of work for the supply of rods as per requirements of the individual process sections at Foskor Mining division.

### 1.2 Scope Background

The core business of the Foskor Phalaborwa operations is the mining and beneficiation of phosphates. To facilitate the process of beneficiating phosphate, Ore is supplied from the mine in the form of a rock. The rock passes through a stage of primary crushing and secondary crushing which reduces the size to minus 12mm. Milling section is responsible for ensuring that the Ore is further reduced to floatation feed size and pulped to enable floatation process. Rods are part of the milling media used in the process of milling. The company needs to get the correct and relevant quality rods from suppliers either local or national. Detailed terms and conditions are as stipulated on the scope of work.

### 1.3 COMPANY BACKGROUND

Foskor is one of the world's largest producers of phosphate rock (concentrate) and phosphoric acid. It is one of the world's few vertically integrated producers of phosphoric acid and is the second largest supplier to India, the world's largest consumer of phosphoric acid.

The Company owns and mines phosphate resources and beneficiates the mined material to produce a phosphate concentrate at Phalaborwa, in the Limpopo Province of South Africa. The phosphate concentrate is sold locally and transported to the Richards Bay plant on the coast of Kwa-Zulu Natal to produce phosphoric acid, sulphuric acid and granular fertilizers MAP and DAP from phosphoric acid and is the leading supplier of fertilizers to South Africa. In all about 95% of the phosphoric acid is exported and the granular sales are divided between exports and local markets. Since 1951 Foskor has supplied more than 95% of South Africa's fertilizer requirements.

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## **1. TENDER CONDITIONS**

### **1.1 Tenders may be submitted in the following manner:**

Hand delivers the tender, together with the covering letter and supporting documents, shall be deposited in the tender box at the main entrance of the mine no later than the closing date and time for submission of tenders. A tender, which due to its size cannot be deposited in the tender box, shall be handed to the Security Officer on duty. Please make sure that you sign the register at Security as proof of delivery of your tender.

### **PHYSICAL ADDRESS:**

Foskor (Pty) Ltd  
27 Selati Road  
  
Moshate House  
Phalaborwa  
1390

## **1.2 LATE TENDERS**

Late tenders, i.e. tenders received by FOSKOR after the closing date and time will not be accepted. The onus remains with the tenderers to ensure that the tender has indeed been received.

## **1.3 TENDER CORRESPONDENCE**

All relevant correspondence shall be submitted to the Buyer and should quote the enquiry number and description.

## **1.4 TENDER PREPARATION**

All costs incurred in the preparation and presentation of a Tender will be absorbed by the prospective vendors. If modifications or additions to the Tender become necessary, prospective vendors will be notified in writing. All supporting materials submitted with the response, will become the property of FOSKOR, unless otherwise requested by the vendor at the time of submission.

## **1.5 EFFECTIVE DATES OF PRICING**

Provide effective dates of pricing.

## **1.6 VENDOR FACILITIES**

Prospective vendors shall clearly indicate the facilities available to perform the service/work as detailed

## 2. SCOPE OF THE TENDER

This Scope of Tender is for our supply of **MILL RODS**, and you are requested to tender as set out below.

### 2.1 Product Description

TYPE	SIZE	SPECIFICATION
Bar Rod Mill	80mm x 3,357m	400Cr Tolerance +50mm – 0 Spec 2% Cr
Bar Rod Mill	60mm x 3,357m	400Cr Tolerance +50mm – 0 Spec 2% Cr
Bar Rod Mill	80mm x 3,980m	400Cr Tolerance +50mm – 0 Spec 2% Cr
Bar Rod Mill	100mm x 4,280m	400Cr Tolerance +50mm – 0 Spec 2% Cr

Elements	C	Si	Mn	P	S	Cr	Mo
%	0.35-0.45	0.3 - 0.5	1.4 - 1.6	0.05 Max	0.05 Max	1.5 - 2.5	0.4 Max

Hardness- HB 370-450
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## 2.2 Quantity

2.1.1 Refer to Section 4: Pricing and Delivery Schedule of the Request for Proposals document., This is based on historic usages, we cannot guarantee the exact quantity to be used.

2.2.2. Foskor reserves the right to award the tender to one supplier only or to split the tender between two or more suppliers.

## 2.3 Delivery

2.3.1 The product needs to be delivered to Phalaborwa warehouse; your pricing proposal should be inclusive of delivery to the Phalaborwa warehouse.

2.3.2 Method of transport must be clearly indicated.

## 2.4 Price

2.4.1 Prices must be quoted per rod (**each**), delivered to the Phalaborwa warehouse.

2.4.2 ***A full breakdown of your price indicated in a separate document to the Pricing Schedule (Section 4 of the RFP document) must be included, e.g. Shipping, import duties, transportation, etc.***

2.4.3 Foskor shall give preference to offers submitted on a fixed price basis. Suppliers submitting an offer must clearly indicate the period for which their price shall remain fixed.

2.4.5 If there is to be any escalation the full escalation formula must be included, as well as indices to be used, base date, ROE etc.

If quoting in foreign currency, please stipulate the following:

- Country of origin
- Rate of exchange (please use the rate of exchange published on the South African Reserve Bank website as at 12h00 on the date of the issuing of the tender, i.e. the Issue Date)
- Date on which ROE will be applicable e.g. on date of delivery of on date of invoice portion of price that will be subject to ROE

## 2.5 Contract Commencement Date and duration:

It is suggested that this contract commence on \_\_\_\_\_ and have a duration of 36 months (3 years).

## 2.6 Schedule to completed by the tenderer (Where applicable)

The Tenderer shall complete accurately and, in every detail, sign and date the schedules contained in this enquiry document and submit the completed schedules with his tender.

Failure to submit the schedules completed in all respects may render the tender liable to rejection. Any schedules, which merely refer to the tender specification or other information such as catalogues and pamphlets, will be considered as incomplete. Should a schedule not be applicable or only in part applicable to the tender, such schedule should be endorsed accordingly.

## **2.7 Only complete tenders will be considered**

Should the Tenderer consider that certain additional equipment / work and services would be essential for the proper functioning of the plant etc. although not covered specifically in this enquiry, he shall include for such items of equipment and / or work and/ or services in his tender prices by quoting them separately.

## **3. COMPLIANCES WITH THE ENQUIRY SPECIFICATION AND CONDITIONS, DEVIATIONS AND ALTERNATIVES**

### **3.1 COMPLIANCE WITH THE ENQUIRY SPECIFICATIONS AND CONDITIONS**

The Tenderer shall make every effort to submit his basic offer strictly in accordance with the Specification and the conditions contained in the enquiry documents and subsequent official amendments thereto, if any. Adherence to this requirement will facilitate FOSKOR's task of evaluating/adjudicating tenders on a comparative basis.

### **3.2 DEVIATIONS FROM THE ENQUIRY CONDITIONS AND SPECIFICATIONS**

Should the Tenderer be unable to tender in accordance with the conditions and specification of this enquiry in every respect, as requested, and should, therefore, the equipment/work and services offered by him vary from these conditions/specification in any way, he shall clearly state in his tender specification and completed schedules any such proposed deviation, should any equipment and/or plant performance guarantees be affected by such deviation, this shall be also clearly stated.

- Unless any deviation /variation is clearly stated by the Tenderer in the tender and schedules as specified in above, the contract works offered will be deemed to comply in detail with the enquiry conditions and specification. Should the Tenderer be awarded the contract, and should the contract works vary in any way from the agreed conditions and specification, such contract works will be liable to rejection.

## **3. FAILURE TO SUPPLY INFORMATION CALLED FOR**

Should the Tenderer fail to furnish in his tender full information on all points required by FOSKOR in terms of this enquiry, such failure may render the tender liable to disqualification.

## **4. VALIDITY AND ACCEPTANCE OF TENDER**

### **4.1 VALIDITY OF TENDER**

180 Business Days from Closing Date

### **4.2 ACCEPTANCE OF TENDER**

FOSKOR does not bind itself to accept the tender lowest in price or any tender nor to assign any reason for the rejection of any tender.



No tender shall be deemed to have been accepted unless such acceptance has been conveyed to the Tenderer by FOSKOR's in writing.

By the tender's signature and submission of the tender document, the tenderer hereby accepts and agrees to the terms and conditions contained in this tender document and Standard Terms and Conditions and Special Conditions of Contract, which is accessible on the FOSKOR website, [www.foskor.co.za](http://www.foskor.co.za).

## **5. CONFIDENTIALITY**

The Tenderer shall treat the details contained in the enquiry documents, annexures and amendments thereto if any, in subsequent correspondence and matters discussed during negotiations as private and confidential, irrespective of whether his tender is accepted or not.

FOSKOR will likewise treat the Tenderer's proposal and relevant correspondence and discussions as private and confidential.

## **6. FINANCIAL**

Financial aspects of the tender are important factors in the evaluation/adjudication of tenders so this must be clearly specified.

### **6.1 CURRENCY AND RATE/S OF EXCHANGE (IF ANY)**

All prices shall be quoted in Rand. The rate/s of exchange (if any) used to establish the Rand values of tender prices for amounts payable overseas shall be stated in the relevant schedule.

## **6.2 PRICE VARIATIONS (ESCALATION)**

Foskor shall give preference to offers submitted on a fixed price basis. However, should the Tenderer insist that certain prices be subject to price escalation, the relevant information must then be submitted in detail together with his tender.

Price variations of more than 10% may entitle Foskor to source alternative suppliers.

## **7. ALTERNATIVE AND OPTIONAL PROPOSALS**

### **7.1 ALTERNATIVE OFFERS**

The Tenderer may submit an alternative offer in accordance with the basic requirements of the Enquiry Specifications, but shall in addition offer alternatives, if -

- Any such alternative/s are called for in the enquiry, and/or
- He wishes to offer alternatives of his own choice, giving reasons for such alternative offers.

## **8. PACKING, TRANSPORTATION AND DELIVERY (WHERE APPLICABLE)**

This must be clearly defined, and the prices submitted should the Tender quote a delivered price. The delivery date must be clearly stipulated.

## **9. GENERAL CONDITIONS OF CONTRACT**

Any eventual order will be subject to the following:

Foskor's Standard Terms & Conditions of Services and Contracts (available of the Foskor website)

- Special Conditions of Contract (available from Foskor website)
- Non-Disclosure and Reciprocal Confidentiality agreement, available on request
- The Scope of Work
- Commercial Terms and Conditions: - Special conditions that may be negotiated with the successful contractor.

## **10. TERMS OF PAYMENT**

Foskor standard terms of payments are 30 (thirty) days from the date of statement, subject to approval by the relevant Foskor Official.

Foskor will give preference to contractors willing to negotiate longer payment terms.

Should Foskor's official not be satisfied with the invoice/work or goods for which payment is claimed, Foskor reserves the right to withhold payment until such time that such problems be rectified.

Foskor reserves the right to charge a penalty fee of 0,5% of total order value every week that the order is over the quoted delivery time.

## **11. SAFETY, HEALTH AND ENVIRONMENT**

- 11.1 Tenderers must ensure that any offer submitted to Foskor in terms of the enquiry conforms to the provisions of the Mine Health and Safety Act, No. 29 of 1996.
- 11.2 Should Foskor accept your tender or part thereof any goods, equipment, installation, construction etc. provided shall also conform to the said Act, including but not restricted to, information regarding the disposal of hazardous substances. The successful tenderer shall also ensure that they conform to Foskor's internal SHEQ standards on environmental issues.
- 11.3 As per the Foskor Health and Safety Policy it is mandatory for all Contractors to undergo medical examinations prior to commencing work on Foskor's site. Currently Foskor does accept the results of the medical examinations conducted at the

Palabora Mining Company clinic provided the Contractors work at both sites and the examination was conducted in the previous twelve (12) months.

Please take note of the following, prior to undergoing medical examinations: -

- All Contractors, like Foskor employees, will undergo annual medical examinations. Medical examinations are only valid for a period of one (01) year.
- Contractors who work exclusively on Foskor site are expected to undergo examinations at the Foskor clinic; medicals conducted elsewhere will not be accepted.

11.4 All Contractors shall undergo an exit medical examination at the clinic on site, exit medicals conducted elsewhere will not be accepted.

11.5 It will remain the responsibility of the Contractor to ensure that his/her employees undergo the medical examination prior to starting work, the annual medical examinations as well as the exit medical examinations referred to above.

11.6 It is COMPULSORY that Contractors Subordinate Manager 2.6.1 attend a monthly safety meeting at Foskor. This meeting will take place every second Monday of the month at 14H00. Failure to attend these meetings may lead to blocking of access to site.

The SHE rep meeting takes place once a month and it is COMPULSORY for a contractor, SHE rep to attend this meeting. Evidence of meetings (both) attendance must always be kept.

11.7 Contractors are responsible for the training of all their employees in accordance with the training requirements of Foskor. The following training will be required:

Basic Health and Safety, First Aid and HIRA. The cost of all training is for the contractor's account.

## 12. QUALITY

- The contractor must provide the necessary quality management systems and plans to ensure that the quality of his work complies with the requirements of this scope of work
- The contractor shall during all phases of construction comply with the Foskor approved Quality Assurance Plan
- The contractor shall be responsible for all the resources required for executing the Quality Management System including but not limited to, developing the Quality Assurance Plan & performing the Quality Control measures to ensure that the deliveries comply to the specifications & standards mentioned in the scope of work
- Any change requests / additional work resulting due to the inadequate quality management system will be to the account of the contractor
- Foskor might appoint a third party for Quality Control Inspections
- The Contractor will have to provide an approved quality system for all work executed.
- This will include the following but is not limited to:
  - o Quality plan
  - o Quality compliance – Performance and reports
  - o Quantity surveying
  - o Quality Assurance
  - o Quality Authorization matrix – part of Quality plan o Quality control
  - o Quality administration. – All documents, checks, measurements, reports, variances, analysis, Corrective actions, etc. needs to be properly filed and available on request at any time. The file will require an index
  - o Includes all test work, laboratories, Filing, etc. o Survey and survey verifications
  - o Construction versus design - Any Deviations from the approved “Construction Drawings”
  - o Quality communication – What needs to be reported to whom and at what frequency
- Foskor envisage a complete quality System driven by the Contractor and this system / plan will be approved by Foskor and the appointed designer (if applicable) before construction/fabrication will be started.
- Compliance to this plan will be measured and failure to adhere to the quality plan will result in the stopping of construction activities until concerns have been addressed. The cost for this delay will be for the contractors account.
- Foskor may appoint a third part to measure and control Foskor’s interest in the terms of quality in this contract and the contractor is expected to work in conjunction with this company
- Hold points will be discussed and finalized with the successful contractor based on the approved Quality plan
- The Quality plan will only be compiled and signed off after the Method Statement and WBS have been compiled
- Quality on Shutdown type tasks will be included in the Scope of Works, but the contractor will have to submit proof of an experienced quality assurer or relevant qualifications. IF the contractor does not have this it will be required that this service be hired in by the contractor at his cost.
  - o State any specify hold points that is not negotiable here
  - o State any other quality that is applicable that is not in the “Parameters” section

### **13. TENDER DELIVERABLES**

The deliverables will include: -

- Complete Foskop pricing schedule (BOQ)
- Company training Matrix indicating minimum training requirement compliance or the

Tenderer should provide undertaking to comply with Foskop Safety requirements during tendering stage and fulfil the requirements if awarded the work. Any deviation may lead to cancellation of order/contract.

- Copy of Certificate of Passing Foskop 2.6.1 and 2.9.2 Legal Exam, proof of LACA completion for the people that is intended to be used in this task /project, where applicable.
- Tax Clearance
- Letter of Good Standing (Workman compensation), where applicable
- BBBEE Certificate
- Commercial documents requested by Procurement
- Not submitting the required documentation or not completing the documentation (Pricing Schedule) correctly may lead to a disregard of the tender.
- Take note of the tender evaluation documents that need to be submitted.

### **14. TRANSPORTATION (WHEN APPLICABLE)**

Should the tenderer quote based on delivery to Foskop premises the tenderer shall submit documentary proof that they comply with the requirements of the National Road Traffic Act, 1996 and the SABS 0231 code of practice "Transportation of Dangerous Goods – Operational Requirements for Road Vehicles".

### **15. APPLICABLE ACTS/LAWS**

The Supplier shall always comply with Acts or laws applicable to it as a legal entity operating and providing services under South African law and shall, without limitation, specifically comply with:

- (a) the Unemployment Insurance Act.
- (b) the Basic Conditions of Employment Act.
- (c) Labour Relations Act.
- (d) the Workman's Compensation Act.
- (e) the Mine Health and Safety Act; Environmental Legislation,
- (f) National Water Act.
- (g) Occupational Health and Safety Act and any regulations promulgated in terms thereof.

## **16. DOCUMENTS WHICH MUST BE ATTACHED TO THIS TENDER**

The following returnable documents must be submitted with your offer, failure to do so may lead to disqualification:

- Broad based black economic empowerment verification certificate by a verification agency duly accredited and defined in the Codes of Good Practice of the Broad-Based Black Economic Empowerment Act, 53 of 2003.
- Company owners certified copies of ID(s) must be attached.
- Share certificates.
- Shareholders agreement.
- Letter of good standing from the compensation commissioner stating that the tenderer has complied with section 89 of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993. NB. The Letter of Good Standing must be relevant to the nature of the work being tendered for.
- SARS tax clearance certificate
- All appendices completed
- Product quality specifications

## **17. APPENDICES**

### **17.1 Appendix 1**

Reminder of Risk definition – Life Saving Rules

1. Trackless Mobile Machinery
2. Working at Heights
3. Lock-out
4. Lifting Machinery
5. Working with live electrical installations
6. Confined spaces
7. Machine guarding
8. Conveyors
9. Machine Safety Devices

### **17.2 Appendix 2**

Summary of Legislative requirements

- 1) The successful or appointed contractor shall comply with:
  - a. The Mines Health and Safety Act with Regulations (Latest revision)
  - b. The National Road Traffic Act with Regulations (Latest revision)
  - c. All applicable national and international legislative requirements and regulations.
  - d. Foskor (Pty) Ltd. COP (Compendium of Procedures) No. 25 for Contractor Control (Available on request)

- e. Foskop (Pty) Ltd. COP (Compendium of Procedures) No. 59 for Trackless Mobile Machinery (Available on request)
- f. All Foskop (Pty) Ltd. are safe, health, quality and environmental procedures. (Available on request)
- g. All Foskop procedures and policies applicable to the successful application of the contract. (Available on request)

### 17.3 Appendix 3

Extracts from Foskop COP's – Required to comply to complete Foskop COP's and Procedures

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

- a. Ensure that his driver/s are in possession of a valid national driver's licence for the specific class of vehicle, has been tested by the Foskop mobile equipment training centre and authorised by a Foskop MHSA (Mines Health and Safety Act) regulation 2.13.1 appointee for the class of vehicle to be used on site.

(Contact the Foskop mobile equipment training centre on 015 789 2840 to make an appointment for competence testing and authorisations)

- b. The appointed contractor shall, before entering and operating a vehicle or trailer on the Foskop premises:
  - i. Obtain permission from the Foskop Safety & Security manager to operate his nominated service vehicle/s or trailers on the Foskop site. (Forms will be provided)
  - ii. Obtain a certificate of fitness from the Foskop Light Vehicle maintenance workshop supervisor or appointed Foskop inspector for his nominated service vehicle/s. Inspections conducted daily between 08:00 and 08:30 and between 13:30 and 14:00 (Excl. Fridays) at the Light Vehicle Maintenance workshop.
  - iii. Submit the above permission and COF in at the main security office for issue of a vehicle access disk.
- c. Ensure that his service vehicles / trailers have been inspected (Daily) in accordance with the Foskop standard (COP 59) to ensure that they are safe and fit for use. (Forms will be provided)
- d. See Foskop COP 59, Trackless Mobile Machinery for details.

- 3) Before entering and operating/working on the Foskop site the appointed contractor shall ensure that his driver/workmen are:



- a. Briefed on the required task and have been informed of any abnormal conditions/situations.
  - b. Physically, emotionally and mentally fit to perform their duty.
  - c. Issued with the necessary PPE (Personal Protective Equipment) to safely operate his service vehicles and perform the duty of maintaining, servicing, inspecting and testing earthmoving- and mobile equipment.
  - d. Before commencement of work:
    - i. All tools and equipment shall have been inspected and tested to be in a good and safe working order.
    - ii. 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.
- 4) Before entering and operating/working on the Foskor site the appointed contractor shall ensure that his portable electrical equipment has been tested and declared safe to use by the Foskor electrical services workshop.
- 5) 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)

#### **17.4 Appendix 4**

##### **Safety File**

The appointed contractor must compile a SAFETY FILE specifically for this contract. The SAFETY FILE must always be available for inspection by a Foskor official: The following guidelines are provided in order to assist the appointed contractor in compiling a SAFETY FILE:

Note! A safety file index is available from Foskor Safety Department

- 1) Title and index cover page
- 2) A copy of the PERMIT TO WORK.
- 3) A copy of the MHSA Regulation 2.6.1 and -2.9.2 and SHE Rep appointment letters.

- 4) A copy of Foskop COP 25, Contractor control.
- 5) Base line risk assessment of ALL and ANY POTENTIAL tasks that may be performed on site under this contract. See Foskop COP 26, Critical Task Descriptions for details.
- 6) Copies of critical task descriptions and standard operating/maintenance procedures.
- 7) Copies of the appointed contractor's safety, health, environmental, HIV and AIDS, smoking and waste management policies.
- 8) Training records of all on-site employees.
- 9) Employee records of actual time worked (Normal and overtime).
- 10) Copy of on-site induction training.
- 11) Records of inspections of TMM (Trackless Mobile Machinery) and trailers. See Foskop COP 59, Trackless Mobile Machinery for details.
- 12) All documentation and certification related to COP 56.
- 13) Records of issues and inspections of PPE (Personal Protective Equipment) and safety equipment. See Foskop COP 65, Personal Protection Equipment for details.
- 14) Records of issues and inspections of PEE (Portable Electrical Equipment). See Foskop COP 60, Portable electrical Equipment for details.
- 15) Records of issues and inspections of tools and equipment. See Foskop COP 63, hand tools for details
- 16) Records of daily, weekly and monthly 2.6.1 / SHE Rep safety inspections. See Foskop COP 22, SHE Inspections for details.
- 17) Records of daily green-area and safety talks. See Foskop COP 7, Communication for details.
- 18) Any other documents, certificates or records as requested by a Foskop official deemed necessary to ensure that all safety, legislative and administrative requirements have been met.

Note: Contractor can obtain an updated CD/Disk with all Foskop COP's from Bridget Cole at Projects.

## 17.5 Appendix 7

### COP 25 – CONTRACTORS LEGAL OBLIGATION AND MINIMUM REQUIREMENTS

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

	Visitors	Short Term Contractors (1-5 days)	Medium Term Contractors (1 days -1 month) – low risk	Long Term Contractors (>1 month) – low risk work	Medium or Term Contractors (1 days up to 12 month) – Risk work
Definition	Consultations, Salespersons,  Foskor arranged and organised visitor groups,  Family of injured employees	Deliveries, Consultation,  Specialist, Auditors for less than 5 days and do not exceed 4 visits per year	Contractors working on the Mine  premises for period more than 6 day but less than 1 month.	Duration of work is longer than 1 month	Duration of work is irrelevant  (only focus on Risk exposure)
Special conditions	May perform no work on site	May perform no physical work on site that will involve tools, equipment or machinery.	<ul style="list-style-type: none"> <li>No work that relates to life saving behaviours e.g. Construction, Conveyors, Lifting, Electrical, Lock-out, Working at Heights, Hot work.</li> <li>Specialist and consultants (experts) working in teams smaller than 5 for less than 1 month on site.</li> </ul>	No construction work or work that relates to life saving behaviours e.g. Conveyors, Lifting or Rigging,  Electrical maintenance, Lock-out, Hot work, confined spaces,  use of TMM's, Working at heights	This include all work relating to relates to life saving behaviours (risk work) and therefore must comply to relevant training and  Authorisations as required in the Foskor COP's before work can start and permits signed.
Supervision	The organiser is responsible for the  group. The visitors <u>must</u> be accompanied by a  Foskor Regulation 2.9.2, Regulation 2.6.1 or legally appointed person.	Direct supervision of Foskor appointed Regulation 2.9.2. and Regulation 2.6.1	Direct supervision of Foskor appointed  Regulation 2.9.2. and Regulation 2.6.1 appointed manager may be provided if contractor is unable to supply.	Must provide dedicated Regulation 2.9.2.  with proof of competency and direct supervisor. Regulation 2.6.1 appointed manager may be provided if contractor is unable to supply.	Must provide dedicated Regulation 2.6.1. and Regulation 2.9.2. appointees with proof of competency. The Regulation 2.9.2 appointee must have technical competency and experience in line with scope and trained in the in all

					aspects as defined in Baseline risk.
Medical Surveillance	Only completed a declaration of fitness and health matters relevant to visit	Shortened medical surveillance Must declare Pregnancy and all chronic medical conditions at Mine Clinic	Full Medical Surveillance as per COP Must declare Pregnancy and all chronic medical conditions at Mine Clinic	Full Medical Surveillance as per COP Must declare Pregnancy and all chronic medical conditions at Mine Clinic	Full Medical Surveillance as per COP Must declare Pregnancy and all chronic medical conditions at Mine Clinic
Permit required	Day Permit is obtained at Security (Valid for 1 day)	Short term ID card at Security Return permit to Security when completed.	Short term ID card at Security	Permit to work at Foskor Permanent ID at security	Permit to work at Foskor Permanent ID at security

		(Permit each day)	Permit to work at Foskor is required unless Specialists or Product experts. Return Permit to Security when work is complete	Return Permit to Security when work is complete	Return Permit to Security when work is complete
Induction	SHEQ Induction pamphlet only	Attend full Foskor Induction Site Specific Induction SHE Induction Pamphlet	Attend full Foskor Induction Site Specific Induction SHE Induction Pamphlet	Attend full Foskor Induction Site Specific Induction SHE Induction Pamphlet	Attend full Foskor Induction Site Specific Induction SHE Induction Pamphlet
Minimum			1. First Aid Training 2. HIRA	1. First Aid Training 2. HIRA 3. Understanding Basic Health and	1. First Aid Training 2. HIRA 3. Safety PLUS, all training as defined in

training	None	None	3. Understanding Basic Health and Safety Principles	Safety Principles PLUS, all training as defined in <u>Baseline</u> risk assessment and Scope (COP 1)	<u>Baseline</u> risk assessment and Scope (COP 1). When construction or maintenance work is done – minimum 1 artisan per team.
Letter of Good standing	Not required	Not required	May be required (dependant on <u>scope</u> ) and correct nature of business must reflect on the Letter of Good standing	Required and correct nature of business must reflect on the Letter of Good standing	Required and correct nature of business must reflect on the Letter of Good standing

## 17.6 Appendix 8

**Rods Size Description: Pricing of the Milling Rods must be done of Schedule 4 of the RFP (Pricing & Delivery Schedule)**

Item	Description	Annual Quantity	UOM	Comment
01	Bar: Rod mill 80mm x 3,357m 400 Cr Tolerance +50mm – 0 Spec 2% Cr (145/0045)	5,568	Each	
02	Bar: Rod mill 60mm x 3,357m 400Cr Tolerance +50mm – 0 Spec 2% Cr (145/0039)	12,100	Each	
03	Bar: Rod mill 80mm x 3,980m 400 Cr Tolerance +50mm – 0 Spec 2% Cr (145/0041)	11,256	Each	
04	Bar: Rod mill 100mm x 4,280m 400Cr Tolerance +50mm – 0 Spec 2% Cr (145/0038)	1,140	Each	

## 17.7 Appendix 9

Tender evaluation form

BBBEE Level \_\_\_\_\_ (Mandatory) Completion \_\_\_\_\_ days Price validity \_\_\_\_\_ days

I, \_\_\_\_\_ in my capacity as \_\_\_\_\_ for  
and on

behalf of \_\_\_\_\_ hereby acknowledge that I have  
read and

understand the Instruction to Tender and the Scope of Work as detailed in this document and accept  
all the terms and conditions of tender.

Signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 202

Signature: \_\_\_\_\_

Witness

:

1. \_\_\_\_\_

Name:

\_\_\_\_\_

2 \_\_\_\_\_

Name:

\_\_\_\_\_

For and on behalf of Foskor (Pty) Ltd

Signature:

Name: \_\_\_\_\_

\_\_\_\_\_

Designation:

Date:

\_\_\_\_\_

\_\_\_\_\_

**NOTE:** The onus lies with the tenderer to make sure that all formulas and calculations are correct. Calculation errors discovered during the evaluation process will be clarified with the bidder but will not afford to submit an amended pricing offer.

### ACCEPTANCE

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subcontractor** (please provide list and function)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Failure to complete this form may lead to disqualification – please do not leave blanks**

BBBEE Level	<input type="text"/>	Black Ownership	<input type="text"/> %	Black Woman Ownership	<input type="text"/> %
Tender Validity	<input type="text"/> Days				<input type="text"/> Days
Guarantee	<input type="text"/> Months	Manufacturing Period	<input type="text"/> Days		<input type="text"/> Days
Payment terms					

Commencement after receipt of official purchase order

Price Basis for the duration of the contract / till supply of goods (Please tick):

Fixed	<input type="checkbox"/>	Duration of fixed price	<input type="text"/> 12 Months <input type="checkbox"/>	<input type="text"/> 24 Months <input type="checkbox"/>
Variable	<input type="checkbox"/>	Price Base Date	<input type="text"/>	

If variable provide price variation factors, percentages and formula in cover letter. (Please specify indices to be used)

Price variation factors & percentages (e.g. material, labour, fuel, overheads, admin etc.)

Factor	%	Factor	%	Factor	%	Factor	%	Factor	%
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Where prices include a foreign currency rate please provide:

% of price subject R O  % ROE  = ZAR

ROE Base Date

**Note: If the above fields are not completed, it is confirmed that the quoted price/s are valid for the entire contract period mentioned and no escalation in the price is allowed under any circumstances.**

I, \_\_\_\_\_ in my capacity as \_\_\_\_\_ for and on behalf of

\_\_\_\_\_ hereby acknowledge that I have read and understand the Instruction to Tender

and the Scope of Work as detailed in this document and accept all the Terms and Conditions of Tender

Signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 2025

Signature: \_\_\_\_\_

**Witness:**

1. \_\_\_\_\_ Name: \_\_\_\_\_

**For and on behalf of Foskor (Pry) Limited**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Designation: \_\_\_\_\_ Date: \_\_\_\_\_



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

Technical Evaluation Criteria: **FOSPHB-RFP-32-24/25**

Technical Evaluation Criteria: Milling Rods	100%	
Pass Threshold = 70%	SCORING CRITERIA	Supporting Evidence (Failure to provide supporting evidence will lead to a score of Zero)
<b>1. Experience &amp; Team competence</b>	<b>20%</b>	
Previous experience in supplying Milling media		<ol style="list-style-type: none"> <li>Reference letter on customer letterhead indicating <b>date of commencement of contract and contract value</b>, and / or</li> <li>Copy of contract indicating commencement date and contract value, and / or</li> <li>Purchase Orders indicating date of Order and Purchase order Value.</li> <li>Supporting documents must be accompanied by contactable references for verification.</li> <li>Bidder to summarise all references provided on a consolidated Project Reference List.</li> </ol>
20 years and over	20%	
> 15 years ≤ 20 years	15%	
> 10 years ≤ 15 years	10%	
> 5 years ≤ 10 years	5%	
> 1 years ≤ 5 years	2.5%	
No Experience = 0%	0%	
<b>1. Foundry in existence: Have access/ownership of a foundry</b>		
<ul style="list-style-type: none"> <li>Foskor reserves the right to conduct a site inspection of the foundry</li> </ul>	<b>20%</b>	
Foundry ownership / Access to Foundry	20%	<ol style="list-style-type: none"> <li>Provide title deed or certificate of ownership of the foundry, or</li> <li>Provide proof of lease agreement with the foundry owner.</li> </ol>
No foundry/access to foundry	0%	
<b>3. Quality control and Quality Assurance certification.</b>	<b>20%</b>	
Certification= 20%	20%	<ol style="list-style-type: none"> <li>Proof of quality assurance and quality control certification (ISO 9001)</li> </ol>
No-certification= 0%	0%	
<b>4. Lead delivery time after receiving Purchase Order</b>	<b>20%</b>	
≤ 7 days	20%	Provide a delivery plan
> 7 days ≤ 14 days	10%	
14 days and more	0%	
<b>5. Verification of compliance to Foskor's Product Specification as contained in Scope of Work document</b>	<b>20%</b>	
Yes=	20%	<ol style="list-style-type: none"> <li>Provide proof of test certificate of chemical analysis by an independent SANAS Accredited Laboratory.</li> </ol>
No =	0%	





Signed with Impression - Chain of Custody



#### Signature Request

Signature Request ID:	2cff049f-b982-4e7e-913a-ebdb2be6074d	Timestamp:	2025-05-16 07:46:30 GMT
Signee Name:	Mabore Helen Malahlela	Sender Name:	Mabore Helen Malahlela
Request Type:	WebSigning	Request Status:	WEBVIEWER SIGNED

#### Original Document

Document Name:	SOW for Supply of Milling Media final_29 April 2025.pdf	Document Size:	420.5 KB
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#### Email Evidence

Signee Email:	maborem@foskor.co.za	Email Subject:	Not available in Silent Mode
Email Sent Timestamp:	Not available in Silent Mode	Email Opened Timestamp:	Not available in Silent Mode

#### Web Evidence

Signee IP Address:	41.21.226.206	Request Timestamp:	2025-05-16 07:45:16 GMT
Signee GPS (if shared):	ZA: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/136.0.0.0 Safari/537.36 Edg/136.0.0.0	Terms Accepted Timestamp:	2025-05-16 07:45:24 GMT

#### Annotations and Modifications

Signature Count:	1	Form Fields Filled Count:	0
Text Annotation Count:	1	Initial All Pages Count:	0
Single Initial Count:	0		

#### Signing Evidence

Signee Mobile:	+27737414568	Sign Type:	WebSigning
Security Challenge:	NONE	Part of Workflow:	NONE

#### Chain Of Custody Generation

Attached Document Name:	20250516T074630.153708Z SOW for Supply of Milling Media final_29 April 2025.pdf	Attached Timestamp:	2025-05-16 07:46:30 GMT
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Signed with Impression - Chain of Custody



#### Signature Request

Signature Request ID:	4210192e-91f4-477d-acc7-9057831c5623	Timestamp:	2025-05-16 07:54:21 GMT
Signee Name:	Mr Joseph Mathebula	Sender Name:	Mabore Helen Malahlela
Request Type:	WebSigning	Request Status:	WEBVIEWER SIGNED

#### Original Document

Document Name:	SOW for Supply of Milling Media final_29 April 2025.pdf	Document Size:	764.4 KB
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#### Email Evidence

Signee Email:	josephjm@foskor.co.za	Email Subject:	A document from Mabore Helen Malahlela is ready for signature
Email Sent Timestamp:	2025-05-16T07:52:22.036915	Email Opened Timestamp:	Not available in Silent Mode

#### Web Evidence

Signee IP Address:	41.21.226.206	Request Timestamp:	2025-05-16 07:53:32 GMT
Signee GPS (if shared):	ZA: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/135.0.0.0 Safari/537.36 Edg/135.0.0.0	Terms Accepted Timestamp:	2025-05-16 07:53:42 GMT

#### Annotations and Modifications

Signature Count:	1	Form Fields Filled Count:	0
Text Annotation Count:	1	Initial All Pages Count:	0
Single Initial Count:	0		

#### Signing Evidence

Signee Mobile:	+27157892428	Sign Type:	WebSigning
Security Challenge:	NONE	Part of Workflow:	ed79fc41-3030-4e13-ab61-2d69e4a67a57

#### Chain Of Custody Generation

Attached Document Name:	20250516T075421.171652Z SOW for Supply of Milling Media final_29 April 2025.pdf	Attached Timestamp:	2025-05-16 07:54:21 GMT
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