



FOSKOR MINING

an Operating Division of FOSKOR (PTY) LTD

[hereinafter referred to as **Foskor**]

[Registration No. 1951/002918/07]

REQUEST FOR PROPOSAL [RFP] FOR SUPPLY OF STATIONERY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

RFP NUMBER	FOSCO-RFP-24-2024
ISSUE DATE:	27 February 2024
CLOSING DATE:	28 March 2024
CLOSING TIME:	12:00 PM
BID VALIDITY PERIOD:	180 Business Days from Closing Date [04 December 2024]

NB: PLEASE INCLUDE YOUR HARD COPY SUBMISSION ALSO ON USB FLASH DRIVE

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Respondent's Signature

Date & Company Stamp

**RFP FOR THE SUPPLY OF STATIONERY ON AN AS AND WHEN REQUIRED BASIS
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 SUPPLY STATIONERY, A DIVISION FOSKOR SOC LTD							
BID NUMBER:	FOSCO-RFP-24-2024	ISSUE DATE:	27 February 2024	CLOSING DATE:	28 March 2024	CLOSING TIME:	12 H00 PM
DESCRIPTION	SUPPLY OF STATIONERY AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS						
BID RESPONSE DOCUMENTS SUBMISSION							
Dimension Data Building 5 Waterfall Corporate Campus 74 Waterfall Drive Waterfall City Midrand							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Sindaphi Maluleke			CONTACT PERSON	Sindaphi Maluleke		
TELEPHONE NUMBER	011-347-0646			TELEPHONE NUMBER	011-347-0646		
FACSIMILE NUMBER				FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	Sindaphim@foskor.co.za			E-MAIL ADDRESS	Sindaphim@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							
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		

Respondent's Signature

Date & Company Stamp

[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]	1. 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)? NO			<input type="checkbox"/> YES <input type="checkbox"/>
DOES THE ENTITY HAVE A BRANCH IN THE RSA? NO			<input type="checkbox"/> YES <input type="checkbox"/>
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> NO			<input type="checkbox"/> YES
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> NO			<input type="checkbox"/> YES
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? NO			<input type="checkbox"/> YES <input type="checkbox"/>
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.			

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

Respondent's Signature

Date & Company Stamp

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:_____

SECTION 2: NOTICE TO BIDDERS**1 INVITATION TO BID**

Responses to this RFP for Supply of Stationery are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent** or **Bidder**].

DESCRIPTION	Supply of Stationery on an as and when required basis for a period of 3(Three)Years
TENDER ADVERT	All Foskor tenders are advertised on the Foskor Website and E – Tender.
COMMUNICATION	<p>Foskor will publish the outcome of this RFP on the National Treasury e-tender portal and Foskor website with 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 e-tender portal and Foskor website. Bidders are required to check the e-tender portal or 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	None
CLOSING DATE	<p>12:00 pm on Tuesday 28 March 2024</p> <p>Bidders must ensure that bids are generally, if a bid is late, it will not be accepted for consideration.</p>
VALIDITY PERIOD	<p>180 Business Days from Closing Date</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 9.12</p>

Any additional information or clarification will be published on the e-Tender portal and Foskor website, if necessary.

2 FORMAL BRIEFING

A formal briefing session will not be held but should Respondents have specific queries they should email these to the Foskor employee(s) indicated in paragraph 5 [Communication] below:

3 RFP INSTRUCTIONS

- 3.1 Please sign documents [sign, stamp and date the bottom of each page] before submission. The person or persons signing the submission must be legally authorised by the respondent to do so.
- 3.2 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- 3.3 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.
- 3.4 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.

4 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.

5 COMMUNICATION

- 5.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to **Sindaphi Maluleke at e-mail Sindaphim@Foskor.co.za** before **12:00 pm on 20 March 2023**, 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 e-tender portal and Foskor website. After the closing date of the RFP, a Respondent may only communicate with the AC Secretariat **Mpho Thipe** at telephone number **011 347 0607**, email Mphot@foskor.co.za on any matter relating to its RFP Proposal.
- 5.2 Respondents are to note that changes to its submission will not be considered after the closing date.
- 5.3 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.
- 5.4 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.
- 5.5 Foskor will publish the outcome of this RFP in the National Treasury e-tender portal and Foskor website with 10 days after the award has been finalised. Respondents are required to check the National Treasury e-tender

Portal and Foskor website for the results of the tender process. All unsuccessful bidders have a right to request Foskor to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

6 CONFIDENTIALITY

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

7 COMPLIANCE

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

8 EMPLOYMENT EQUITY ACT

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

9 DISCLAIMERS

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

- 9.1 modify the RFP's Goods/Services and request Respondents to re-bid on any such changes;
- 9.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 9.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 9.4 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 9.5 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 9.6 cancel the bid process.
- 9.7 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.
- 9.8 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 9.9 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;
- 9.10 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;
- 9.11 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 and 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 the Respondent is awarded a contract.

10 LEGAL REVIEW

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

11 SECURITY CLEARANCE

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the Goods/Services and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of **CONFIDENTIAL/ SECRET/TOP SECRET**. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

12 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Respondents must register on the CSD prior to submitting their bids. Business may not be awarded to a Respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD.

13 TAX COMPLIANCE

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

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

The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

SECTION 3 OVERVIEW, SCOPE OF SUPPLY

1 EXECUTIVE OVERVIEW

Whereas Foskor is seeking a partner(s) to provide solutions for its Phalaborwa Mine, it also seeks to improve its current supply for providing stationery to its end user community throughout its locations.

The selected Supplier/Service provider(s) must share in the mission and business objectives of Foskor. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Foskor and its Supplier/Service provider(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Foskor to reach higher levels of quality, service and profitability.

Specifically, Foskor seeks to benefit from this partnership in the following ways:

- 1.1 Foskor must receive reduced cost of acquisition and improved service benefits resulting from the Supplier/Service provider's economies of scale and streamlined service processes.
- 1.2 Foskor must achieve appropriate availability that meets user needs while reducing costs for both Foskor and the chosen Supplier/Service provider(s).
- 1.3 Foskor must receive proactive improvements from the Supplier/Service provider with respect to supply/provision of Goods/Services and related processes.
- 1.4 Foskor's overall competitive advantage must be strengthened by the chosen Supplier/Service provider's leading edge technology and service delivery systems.
- 1.5 Foskor end users must be able to rely on the chosen Supplier/Service provider's personnel for service enquiries, recommendations and substitutions.
- 1.6 Foskor must reduce costs by streamlining its acquisition of Goods/Services, including managed service processes on a Group basis.

2 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 fertilisers MAP and DAP from phosphoric acid and is the leading supplier of fertilisers 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 fertiliser requirements.

Due to the administrative process involved in procuring office consumables and the number of user departments at Foskor PTY Ltd, the Procurement department has resolved to procure office consumables items on a contract basis as and when required.

3 SCOPE OF SUPPLY

This scope is for the supply of Stationery, and interested suppliers are requested to tender as set out below.

General Scope Considerations:

Delivery of urgent requests as and when required.

- It is required of the supplier to tend to delivery of the various stationery and photocopying paper directly to the official's office/work station.
- Stationery, paper and computer consumer items not listed as per general stationery items will be required as and when subject to approval by both parties
- The supplier will be expected to provide general advisory services and reports with regards to stationery consumption for the duration of the contract.
- The supplier will be required to deliver orders to the Warehouse at Foskor PTY Ltd.
- The supplier will without prior notice be required to deliver stationery orders to the users departments at no additional costs
- It will be expected of the Supplier to receive and translate Foskor's orders and deliver in terms of the stipulated timeframe and agreed Service Level Agreement

3 Provisions of the supplier

3.1 Should the supplier be given a site/storeroom to operate from, the following shall be provided by the supplier at zero charge to the mine (where applicable to scope):

- Site office with suitable facilities for meetings and eating unless Foskor responsible supervisor has agreed to share Foskor's green area.
- Site security.
- Change rooms provision where necessary.
- Entry and exit medicals, first aid box at place of work.
- Training of own employees.
- Supply, issue, inspect and manage PPE.
- Ensure that safety files are completed and conform to Foskor standard for site access.
- All related documents to be supplied to Foskor for safe keeping.
- Disposal of all waste as per Foskor waste management to a designated point.
- Work quality management.
- Fuel supply, safe storage and refuelling for LDVs, generators, welders etc..
- All necessary portable electrical tools and must be inspected and tagged by Foskor electrical section.
- Consumables necessary to complete work.
- Supply of all relevant certificate as required.
- Foskor ID cards.
- All Hot work equipment and inspected before use.
- Firefighting equipment as identified in risk assessment.
- All other equipment and PPE as identified in risk assessment to complete the work safely.

3.2 Provisions by Foskor

The following shall be provided by the company at zero charge to the supplier (where applicable to scope):

- Site establishment space.
- Water and ablution facilities.
- Electrical connection point (if available, electricity interruption expected).
- Necessary authorizations.

4 Specifications

Product Description

The descriptions are provided in the document marked "**STATIONERY PRICING SCHEDULE_2024**".

Please note that new items not listed above might be added to the contract as and when required subject to approval by both parties.

Supply Deliverables

- Stationery to be supplied in the unit of measure as priced on.
- Transport of specified Stationery to Foskor Mining Division, Phalaborwa, Limpopo.
- The supply and delivery will be done in accordance with the following times:
- 08h00am – 12h00am (Mondays to Thursdays).
- 08h00am – 11h00am (Fridays).

5 INFORMATION REQUIRED

The following additional technical information is to be submitted together with the official quotation:

- Pricing of items as specified in the document marked "Stationery Pricing Schedule 2024".
- Full description of guarantee and guarantee period, where applicable for each product, to be attached to the official tender.

6 QUALITY

The supplier must provide the necessary quality management systems and plans to ensure that the quality of their proposed products complies with the requirements of this scope of work.

- Any deviations to the agreed standard and quality of products supplied to Foskor, will follow the process of customer complaints and investigating, testing and RCA of the causes of this deviation at the account of the supplier.
- Repetitive occurrences of complaints or non-performance of product can ultimately lead to contract cancelation and penalties imposed to the supplier for damages to Foskor.

7 AFTER SALES SERVICE

- Full description of planned support during and after the guarantee period to be attached to the official tender.

- Technical product support and knowledge sharing to enhance the performance of the supplied product in Foskor's operating equipment and visa-versa.

8 GENERAL CONDITIONS

- Any other optional support or guarantee not mentioned in this scope may be noted on the official tender.
- All meetings will be held on site, unless arranged otherwise.
 - Pricing requirements are as follows:
 - Preference will be given to prices which are valid for a period of twelve (12) months.
 - Provide details of your escalation formula to be used after the initial twelve (12) month period. (Example, CPIX + 2%).
 - All prices **must** be submitted on the document marked **"STATIONERY PRICING SCHEDULE"**.

9 GREEN ECONOMY / CARBON FOOTPRINT

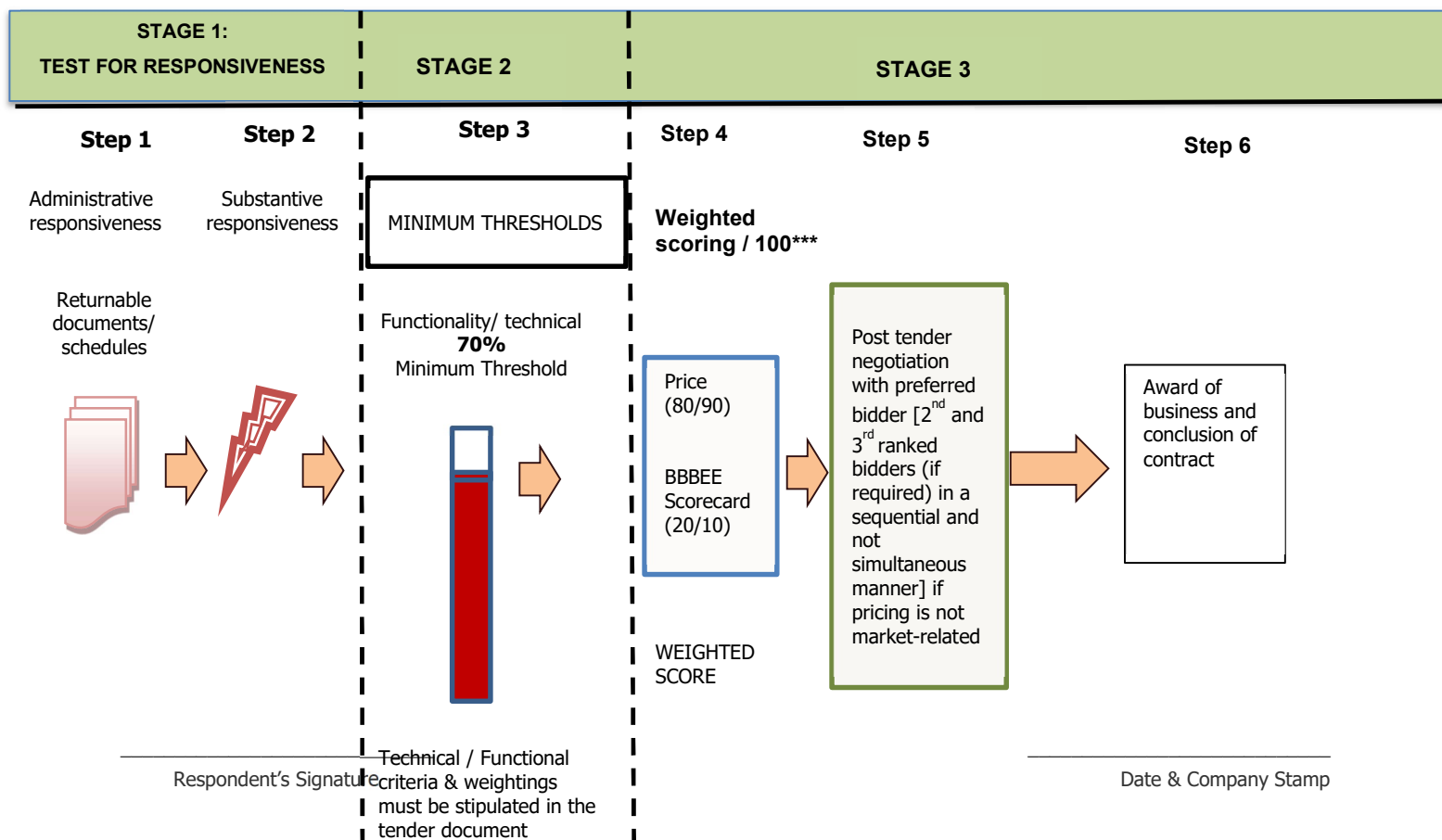
Foskor wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

10 GENERAL SUPPLIER OBLIGATIONS

- The Supplier shall be fully responsible to Foskor for the acts and omissions of persons directly or indirectly employed by them.
- The Supplier must comply with the requirements stated in this RFP.

11 EVALUATION METHODOLOGY

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



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

STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none">Whether the Bid has been lodged on time	<i>Section 2 paragraph 3</i>
<ul style="list-style-type: none">Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Section 5</i>
<ul style="list-style-type: none">Verify the validity of all returnable documents	<i>Section 5</i>
<ul style="list-style-type: none">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.

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
<ul style="list-style-type: none">Whether any general and legislation qualification criteria set by Foskor, have been met	<i>All sections including Section 2 paragraph 6.</i>
<ul style="list-style-type: none">Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule	<i>Section 4</i>

Respondent's Signature

Date & Company Stamp

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

STEP THREE: Minimum Threshold 70 points for Technical Criteria

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

Technical Evaluation Criteria

Supply of Stationery			
No	Technical Criteria Description	Point Contribution	Proof / documents to be submitted
1	Experience and Team Competence		
a)	Company – Previous Stationery supply contracts experience for at least 2 years Scoring: <2 years = 10% 2-4 years = 20% >4 years=30%	40%	1. Reference letters of all similar jobs done in the last five years with contract term, values and contact numbers should be provided. Experience will count per references letters term.
b)	Company – Delivery Lead times Scoring: >8 days = 10% 3-8 days = 15% <3 days = 25%	30%	Provide contractually binding lead time on company letterhead indicating the time to as the start date from date of acceptance of conditions and order agreement (accepting order to delivery onsite)
c)	Provincial office Footprint <less 50 km = 20 % 50km -100 km = 10 % >100km 5%	30%	The Bidder must submit municipality service account or Lease agreement Or letter from Trabal Authority as proof physical business address not older than three week months
Total Technical Score		100%	
<p>Note: For the bid to be considered the bidder needs to score 70% and above and comply to all mandatory requirements.</p> <p>The onus lies with the supplier to make sure that all pricing, escalation formulas, and calculations are correct. Calculation errors discovered during the evaluation process will be logged as a non-conformance and the tender response will therefore be disregarded.</p>			

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

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

STEP FOUR: Evaluation and Final Weighted Scoring

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

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

Where:

Respondent's Signature

Date & Company Stamp

P_s	=	Score for the Bid under consideration
P_t	=	Price of Bid under consideration
P_{min}	=	Price of lowest acceptable Bi

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.

SUMMARY: Applicable Thresholds and Final Evaluated Weightings

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

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).

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**Estimated Annual Units**

Item no	Description	Unit of Measurement	Annual volumes	Current price (ZAR)	Total Amount
1	TAG: MANILLA NO 4. TIE ON	BX	21		
2	FILE :KWI SORT: A-Z JAN-DEC	EA	3		
3	PEN : BIC CLICK BLACK	EA	2636		
4	PAPER: WHITE 70 GM TYPEX BOND	RM	15		
5	FILE : CLIPBORD MASONITE	EA	5		
6	Staples: Rexel 23/24	BX	2		
7	Roller: Correction roller	EA	8		
8	PEN BIC CLIC BALLPOINT BLUE	EA	762		
9	DIARY: REGENCY PAGE A DAY - A4	EA	3		
10	REFILL: PAPER HOLDER BLOCK 100	PK	8		
11	PEN: PILOT FINE LINER BLACK	EA	4		
12	PIN: DRAWING 12MM HEAD	BX	5		
13	PENCIL: CLUTCH 0.5MM	EA	25		
14	FLUID: CORRECTION PENTAL PEN	EA	34		
15	LEAD: CLUTCH PENCIL 0.5HB	TB	18		
16	FILE: PVC A4 LEVER ARCH FILE	EA	3		
17	PAPER: FLIPCHART	PD	10		
18	BINDER: PLASTIC 20MM FOR IBICO	LH	100		
19	FILE: FLAT ACCESSIBLE (METAL	EA	200		
20	BINDER: PLASTIC 15,5MM IBICO	LH	20		
21	BOOK: HARD COVER SIZE A4	EA	133		
22	PUNCH: REXEL PREMIUM RANGE	EA	3		
23	FOLDER:CARRY PLASTIC. ASSORTED	EA	60		
24	File: Lever Arch Fullscap	EA	200		
25	FILE:PVC A4LEVER ARCH FILES	EA	145		
26	CLIPS :FOLDBACK 41MM	EA	5		
27	CLIPS : FOLDBACK 51MM	EA	5		
28	Staples: Rexel 23/13	BX	5		
29	BOOK: PEN CARBON A5 100 PP	EA	7		
30	FOLDER: DOCUMENT CLEAR COVER	EA	70		
31	STAPLE: 26/6 4MM OR NR 56	PK	33		
32	GLUE: PRITT (NO SUBST) 9G	EA	40		
33	FILE: ARCH LEVER FULLSCAP WITH	EA	130		
34	FILE: MANILLA YELLOW	EA	26		
35	CALCULATOR : (Scientific)SHARP	EA	20		
36	BOARD: TAKAI (WHITE)	EA	1200		
37	POUCHES: LAMINATING 150MIC	PK	1		
38	MARKER: BOARD "PENTEL" MAXIFLO	BX	41		
39	BOOK: HARD COVER SIZE A5	EA	51		
40	PEN:STAEDTLER PERMANENT-BLACK	EA	15		

Respondent's Signature

Date & Company Stamp

41	CLIP: PAPER ASSORTED COLOUR	PK	70		
42	POUCHES: LAMINATING 150MIC	PK	3		
43	TAPE: MASKING 24MM	RL	1		
44	DIARY: REGENCY PAGE A DAY-A5	EA	1		
45	EXTRACTOR: STAPLE C.I.	EA	6		
46	LETTER : TRAY (2 TRAYS)	EA	5		
47	STAPLE: REXEL NO 16 24/6MM	PK	23		
48	STAPLER : BANTEK B9343	EA	22		
49	CLIPS : ID PVC WITH CLIP	EA	5		
50	PAPER: COPYING WHITE SIZE A3	RM	5		
51	POUCHES: LAMINATING 250MIC A4	EA	1		
52	INDEX:PVC 10 POS 1-10PWS122	EA	2		
53	INDEX : A4 A - Z 20 DIV	EA	2		
54	TAPE: CLEAR ADHES 12MM WIDE X	RL	8		
55	PEN: PILOT BX-V5 HI-TEC BLACK	EA	433		
56	BOARD: TAKAI 240 GSM COLOUR-	SH	906		
57	BOOK: NOTE SPIRAL BOUND JD 360	EA	54		
58	CALCULATOR : SHARP EL 2128	EA	7		
59	PEN: PILOT BX- V7 BLACK	EA	41		
60	CLIPS: FOLDBACK 19MM	EA	3		
61	CLIPS :FOLDBACK 32MM	EA	4		
62	PENCIL: VENUS HB	EA	15		
63	LEAD:CLUTCH PENCIL HB 0,9X60MM	TB	23		
64	PILOT : BX V52000 FINE HI-TEC	EA	21		
65	MARKER: INDUSTRIAL ARTLINE	EA	29		
66	PEN: BIC CLIC RED	EA	102		
67	INDEX : PVC COLOUR 10DIV	EA	13		
68	INDEX:BANTEK 6005 5DIVISION	EA	10		
69	INDEX : A4 1-31 PP PWS121	EA	70		
70	PRESTIK : 100 GR	EA	11		
71	PEN: PILOT BX-V5 HI-TEC BLUE	EA	208		
72	PEN: PILOT BX - V5 HITEC GREEN	EA	43		
73	PENCIL: CLUTCH 0,9MM	EA	92		
74	PAD: NOTE POST-IT REMOVABLE	EA	88		
75	PEN:UNI BALL FINE UB157 BLACK	EA	66		
76	LABEL: SELF ADHESIVE 25X38MM	PK	102		
77	BINDER: PLASTIC 12,5MM - IBICO	LH	100		
78	TRANSPARENT:OHP AF200 ACETATE	PK	2		
79	PEN: PILOT BX-V5 HI-TEC RED	EA	90		
80	MARKER: YOKEN 20 CHISEL POINT	EA	126		
81	SCISSORS:STEPHENS ORANGE	EA	9		
82	ERAZER: MARS PLASTIC	EA	28		
83	RULER: PLASTIC 38CM/40CM	EA	14		
84	ROLL: PAPER 841 X 50000 BOND	RL	12		
85	PAD: SCRIBBLING DESK A4	EA	20		
86	FILE: L / A DONAU A4 P / P 7CM	EA	77		

87	MARKER: FLUORESCENT "STABILLO	EA	71		
88	BAND: RUBBER PURE "GALA NO 64"	PK	14		
89	POUCH: PLASTIC 175 MICRON 59 X	BX	291		
90	BOOK: "CASH SALES OF SCRAP MAT	EA	4		
91	BOOK: WORK ORDER NOTIFICATION	PD	18		
92	REGISTER: EARTHLEAKAGE TEST	EA	25		
93	BOOK: APPLICATION FOR PERMIT	EA	7		
94	BAG: PAPER SIZE 1 (85 X 170MM)	EA	1000		
95	PAD: ANALITICAL REQUEST -	PD	42		
96	ENVELOPE: SIZE C6 114 X 162 WH	EA	574		
97	TAPE: DENSO ANTI CORROSION 150	RL	11		
98	TOWEL: KITCHEN TOWEL ROLL	RL	67		
99	BOOK: ENGINEERING CHANGE	EA	8		
100	PERMIT: REMOVAL OF MATERIAL	PD	67		
101	BEND: 50MM X 90 DEG GALV MALL	EA	22		
102	ENVELOPE:INTERNAL MAIL MANILLA	EA	800		
103	ENVELOPE: SIZE DLB 110 X 220 -	EA	5030		
104	ENVELOPE: SIZE C6 114 X 162 MA	EA	-		
105	ENVELOPE: SIZE B4 353 X 250 WH	EA	1987		
106	PAPER: TOWEL BARREL STANDARD	RL	185		
107	TOWEL: PAPER IND. CONTINUOUS	RL	256		
108	BAG: PAPER NO 3 (125 X 210MM)	EA	3000		
109	REGISTER:EARTHLEAKAGE TEST	EA	36		
110	SHEETING: PRINT KOTE .015	SH	80		
111	ENVELOPE: SIZE 110 X 220 DLB W	EA	3010		
112	FORM: RETURN TO STORE	PD	19		
113	ENVELOPE: SIZE C4 324 X 229 WH	EA	956		
114	PAPER: TOILET FACTORY ROLLS	RL	60060		
115	BINDER: PLASTIC 25,0MM FOR	LH	220		
116	WIPER: DISPOSABLE TIDY WIPE	RL	1410		
117	FORM:MANNUAL ISSUES STORE IN	PD	25		
118	FORM: DISPATCH REQUEST	PD	36		
119	TSS 900-1-0-NN-00 Semi-	EA	2302		
120	ID CARD CLEAR LENS	EA	3100		
121	BOOK: RADIATION CERTIFICATES L	EA	13		
122	PAPER: SIZE A4 80 GSM WHITE	RM	3600		
123	Form: Stock problem	EA	14		
124	BOOK:FOSKOR DEL NOTE IN TRIPP-	EA	31		
125	BOOK:ELECTRICAL MOTOR REPAIR	EA	23		
126	FORM:PERMISSION TO WORK ON	PK	17		
127	REGISTER: WELDING MACHINES &	EA	11		
128	BOOK: ITORRA P/NO PHALPRINT	EA	97		
129	BOOK: MONTHLY INSPECTION OF	EA	73		
130	BOOK:SPAR PURCHASE REQUISITION	EA	1		
131	BOOK:LOCK-OUT CONTROL PERMIT	EA	89		

132	BOOK:CONFINED SPACE ENTRY	EA	18		
133	BOOK:LV SUBSTATION SWITCHING	EA	10		
134	BOOK:COP 22 FOR SHE REP AND	EA	68		
	Total Price excluding Vat				
	Vat 15% (Where Applicable)				
	Unconditional Discount				
	Amount Including Vat (Where Applicable)				
	Amount Including Vat				

Other brands or Equivalent to

Croxley, Bic, Pilot, Sharp, Stabilo boss, Artline, Standard office products, Rexel, Trodant, Pritt, Pentel, Bantex, Brother Crane, HP laser jet, Mondi rotatrim, Bostik .

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) 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.
- d) Quantities given are estimates only. Any orders resulting from this RFP will be on an "as and when required" basis.
- e) Please note that should you have offered a discounted price(s), Foskor will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- f) In respect of incoterms conditions, if applicable, please refer to paragraph 25 of the General Bid Conditions which is attached to the RFP as Annexure G
- g) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed a period of 12 months, subject thereafter to adjustment (i.e. after the initial period of 12 months), utilizing the following price index/indices/adjustment formula.

1. DISCLOSURE OF CONTRACT INFORMATION**PRICES TENDERED**

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

JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

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

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

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

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

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
Is the Respondent (Complete with a "Yes" or "No")						
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO		
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

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

2. PRICE REVIEW

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

3. "AS AND WHEN REQUIRED" CONTRACTS

3.1 Purchase orders will be placed on the Supplier from time to time as and when Goods/Services are required.

3.2 Foskor reserves the right to place purchase orders until the last day of the contract for deliveries to be effected, within the delivery period / lead time specified, beyond the expiry date of the contract under the same terms and conditions as agreed upon.

3.3 Delivery requirements may be stipulated in purchase orders and scheduled deliveries may be called for. However, delivery periods and maximum monthly rates of delivery offered by the Respondents will be used as guidelines in establishing lead times and monthly delivery requirements with the Supplier.

3.4 Where scheduled deliveries are required, the delivery period(s) specified must be strictly complied with, unless otherwise requested by Foskor. Material supplied earlier than specified may not be paid for or may be returned by Foskor, with the Supplier being held liable for all expenses so incurred, e.g. handling and transport charges.

3.5 If the delivery period offered by the Respondents is subject to a maximum monthly production capacity, full particulars must be indicated in Section 4 [*Pricing and Delivery Schedule*]

3.6 The Respondent must state hereunder its annual holiday closedown period [if applicable] and whether this period has been included in the delivery lead time offered:

3.7 Respondents are required to indicate below the action that the Respondent proposes to take to ensure continuity of supply during non-working days or holidays.

4. RETURN OF SURPLUS GOODS

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

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

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

5. 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:

5.1 Quality and specification of Goods delivered:

5.2 Continuity of supply:

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

SIGNED at _____ on this ____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

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

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Goods within 2 [two] weeks thereafter,

Respondent's Signature

Date & Company Stamp

Foskor may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

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

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

ADDRESS FOR NOTICES

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

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity: _____

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFP

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

VALIDITY PERIOD

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

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

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

- (i) Registration number of company / C.C. _____
- (ii) Registered name of company / C.C. _____
- | (iii) Full name(s) of director/member(s) | Address/Addresses | ID Number(s) |
|--|-------------------|--------------|
| | | |

RETURNABLE DOCUMENTS

Respondent's Signature

Date & Company Stamp

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 Schedule	

b) Returnable Documents Used for Scoring

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

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
<i>BBBEE Certificate/Sworn Affidavit</i>	

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]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
SECTION 1: SBD1 FORM	
SECTION 5: Proposal Form and List of Returnable documents	
SECTION 6: Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7: RFP Declaration and Breach of Law Form	
SECTION 9: Specific goals points claim form	
SECTION 10: Protection of Personal Information	
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	Non-disclosure Agreement Annexure A
2	Standard Terms and Conditions for Procurement Annexure B
3	Supplier Integrity Pact: Annexure C
4	General Bid Conditions: Annexure D

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

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

13.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

13.2.1. If so, furnish particulars:

.....

13.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

13.3.1. If so, furnish particulars:

.....

14 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

14.1 I have read and I understand the contents of this disclosure;

14.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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

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.

to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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

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

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

BREACH OF LAW

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:
Date:	Registration No of Company/CC
Place:	Registration Name of Company/CC

SECTION 8: RFP CLARIFICATION REQUEST FORM

RFP No: FOSCO-RFP-24-2024

RFP deadline for questions / RFP Clarifications: Before 12:00 pm on 20 March 2023

TO: Foskor (Pty) Ltd
ATTENTION: Sindaphi Maluleke
EMAIL: Sindaphim@foskor.co.za
DATE: _____
FROM: _____

RFP Clarification No *[to be inserted by Foskor]*

REQUEST FOR RFP CLARIFICATION

SECTION 9: B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

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

1. GENERAL CONDITIONS

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

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

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-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as 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) 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	<p>Certificate issued by SANAS accredited verification agency.</p> <p>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)</p> <p>[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.]</p>
EME³	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership.</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership.</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard.</p>

- 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.

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.

- 4.4 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 least 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. DELARATION 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 Supplier
- ☐ Other Suppliers e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

Respondent's Signature

Date & Company Stamp

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