

**FOSKOR (PTY) LTD**

[hereinafter referred to as **Foskor**]

[Registration No. 1951/002918/07]

**REQUEST FOR PROPOSAL [RFP] [GOODS]**

**FOR THE PROVISION OF:**

**LABOUR HIRING SERVICES TO FOSKOR ACID PLANT ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

|                             |                                                        |
|-----------------------------|--------------------------------------------------------|
| <b>RFP NUMBER:</b>          | FOSCO-RFP- 60 - 2024                                   |
| <b>ISSUE DATE:</b>          | 06 May 2024                                            |
| <b>CLOSING DATE:</b>        | 20 May 2024                                            |
| <b>CLOSING TIME:</b>        | 10:00 AM                                               |
| <b>BID VALIDITY PERIOD:</b> | 180 Business Days from Closing Date [ 24 January 2025] |

**PLEASE NOTE THE PREQUALIFICATION CRITERIA**

**Legal Pre-qualification Criteria:**

Bidders must be registered with the Department of Labour as a Private Employment Agency.

## SCHEDULE OF BID DOCUMENTS

| Section No                                                                                     | Page |
|------------------------------------------------------------------------------------------------|------|
| SECTION 1: SBD1 FORM .....                                                                     | 3    |
| PART A .....                                                                                   | 3    |
| PART B .....                                                                                   | 4    |
| SECTION 2: NOTICE TO BIDDERS .....                                                             | 5    |
| 1 INVITATION TO BID .....                                                                      | 5    |
| 2 FORMAL BRIEFING .....                                                                        | 5    |
| 3 RFP INSTRUCTIONS .....                                                                       | 5    |
| 4 JOINT VENTURES OR CONSORTIUMS .....                                                          | 6    |
| 5 COMMUNICATION .....                                                                          | 6    |
| 6 CONFIDENTIALITY .....                                                                        | 7    |
| 7 COMPLIANCE .....                                                                             | 7    |
| 8 EMPLOYMENT EQUITY ACT .....                                                                  | 7    |
| 9 DISCLAIMERS .....                                                                            | 7    |
| 10 LEGAL REVIEW .....                                                                          | 8    |
| 11 SECURITY CLEARANCE .....                                                                    | 8    |
| 12 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE .....                                         | 8    |
| 13 TAX COMPLIANCE .....                                                                        | 8    |
| SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS .....                                | 10   |
| 1 BACKGROUND .....                                                                             | 10   |
| 2 EXECUTIVE OVERVIEW .....                                                                     | 10   |
| 3 SCOPE OF REQUIREMENTS .....                                                                  | 13   |
| 4 GREEN ECONOMY / CARBON FOOTPRINT .....                                                       | 22   |
| 5 GENERAL SUPPLIER OBLIGATIONS .....                                                           | 22   |
| 6 EVALUATION METHODOLOGY .....                                                                 | 23   |
| SECTION 4: PRICING AND DELIVERY SCHEDULE .....                                                 | 28   |
| SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS .....                                | 33   |
| SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT & APPLICABLE DOCUMENTS ..... | 39   |
| SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM .....                                        | 40   |
| SECTION 8: RFP CLARIFICATION REQUEST FORM .....                                                | 45   |
| SECTION 9: B-BBEE PREFERENCE POINTS CLAIM FORM .....                                           | 46   |
| SECTION 10: JOB-CREATION SCHEDULE .....                                                        | 52   |
| SECTION 11: SBD 5 .....                                                                        | 54   |
| SECTION 12: PROTECTION OF PERSONAL INFORMATION .....                                           | 57   |
| <b>RFP ANNEXURES:</b>                                                                          |      |
| ANNEXURE A: FOSKOR TERMS AND CONDITIONS                                                        |      |
| ANNEXURE B: GENERAL BID CONDITIONS                                                             |      |
| ANNEXURE C: SUPPLIER INTEGRITY PACT                                                            |      |
| ANNEXURE D: NON-DISCLOSURE AGREEMENT                                                           |      |

**SECTION 1: SBD1 FORM****PART A****INVITATION TO BID**

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF FOSKOR HEAD OFFICE, A DIVISION FOSKOR SOC LTD                                                                                               |                                                                                                                                 |             |            |                                         |                                                            |                                                                                   |         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|-------------|------------|-----------------------------------------|------------------------------------------------------------|-----------------------------------------------------------------------------------|---------|
| BID NUMBER:                                                                                                                                                                                   | FOSCO-RFP-60-2024                                                                                                               | ISSUE DATE: | 6 May 2024 | CLOSING DATE:                           | 20 May 2024                                                | CLOSING TIME:                                                                     | 10:00am |
| DESCRIPTION                                                                                                                                                                                   | FOR THE PROVISION OF LABOUR HIRING SERVICES TO THE FOSKOR ACID PLANT ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS |             |            |                                         |                                                            |                                                                                   |         |
| BID RESPONSE DOCUMENTS SUBMISSION                                                                                                                                                             |                                                                                                                                 |             |            |                                         |                                                            |                                                                                   |         |
| <b>RESPONDENTS ARE TO SUBMIT THEIR BID RESPONSES AT THE RECEPTION OF THE FOLLOWING PHYSICAL ADDRESS :</b><br>Physical address:<br>Foskor – Tender Box<br>21 John Ross Parkway<br>Richards Bay |                                                                                                                                 |             |            |                                         |                                                            |                                                                                   |         |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO                                                                                                                                                |                                                                                                                                 |             |            | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: |                                                            |                                                                                   |         |
| CONTACT PERSON                                                                                                                                                                                | Ruth Springbok                                                                                                                  |             |            | CONTACT PERSON                          | Ruth Springbok                                             |                                                                                   |         |
| TELEPHONE NUMBER                                                                                                                                                                              | 011 347 0619                                                                                                                    |             |            | TELEPHONE NUMBER                        | 011 347 0619                                               |                                                                                   |         |
| FACSIMILE NUMBER                                                                                                                                                                              | N/A                                                                                                                             |             |            | FACSIMILE NUMBER                        | N/A                                                        |                                                                                   |         |
| E-MAIL ADDRESS                                                                                                                                                                                | <a href="mailto:Ruths@Foskor.co.za">Ruths@Foskor.co.za</a>                                                                      |             |            | E-MAIL ADDRESS                          | <a href="mailto:Ruths@Foskor.co.za">Ruths@Foskor.co.za</a> |                                                                                   |         |
| 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:<br>MAAA              |                                                                                   |         |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE                                                                                                                                                  | [TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No                                               |             |            | B-BBEE STATUS LEVEL SWORN AFFIDAVIT     |                                                            | [TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No |         |

Respondent's Signature

Date &amp; Company Stamp

|                                                                                                                                                                                                                            |                                                                                    |                                                                                   |                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                            |                                                                                    |                                                                                   |                                                                                                   |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]</b>                                                            |                                                                                    |                                                                                   |                                                                                                   |
| <b>1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>                                                                                                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] | <b>2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b> | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER QUESTIONNAIRE BELOW ] |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                          |                                                                                    |                                                                                   |                                                                                                   |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?                                                                                                                                                            |                                                                                    | <input type="checkbox"/> YES <input type="checkbox"/> NO                          |                                                                                                   |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?                                                                                                                                                                                  |                                                                                    | <input type="checkbox"/> YES <input type="checkbox"/> NO                          |                                                                                                   |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?                                                                                                                                                                 |                                                                                    | <input type="checkbox"/> YES <input type="checkbox"/> NO                          |                                                                                                   |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?                                                                                                                                                                      |                                                                                    | <input type="checkbox"/> YES <input type="checkbox"/> NO                          |                                                                                                   |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?                                                                                                                                                                  |                                                                                    | <input type="checkbox"/> YES <input type="checkbox"/> NO                          |                                                                                                   |
| <b>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.</b> |                                                                                    |                                                                                   |                                                                                                   |

## PART B

### TERMS AND CONDITIONS FOR BIDDING

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.<br>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.<br>1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.<br>1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.<br>1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.<br>1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE:\_\_\_\_\_

Respondent's Signature

Date & Company Stamp

## SECTION 2: NOTICE TO BIDDERS

### 1 INVITATION TO BID

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

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DESCRIPTION</b>      | FOR THE PROVISION OF LABOUR HIRE SERVICES AT THE FOSKOR ACID PLANT IN RICHARDS BAY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>TENDER ADVERT</b>    | Foskor Website                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>COMMUNICATION</b>    | <p>Foskor will publish the outcome of this RFP on the National Treasury e-tender portal within 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form.</p> <p>Any addenda to the RFP or clarifications will be published on the National Treasury e-tender portal. Bidders are required to check the National Treasury e-tender portal 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> |
| <b>BRIEFING SESSION</b> | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>CLOSING DATE</b>     | <p><b>10:00 am on Thursday, 20 May 2024</b></p> <p>Bidders must ensure that bids are submitted timeously. If a bid is late, it will not be accepted for consideration.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>VALIDITY PERIOD</b>  | <p><b>180 Business Days from Closing Date</b></p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p> <p>Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.</p> <p>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12</p>         |

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

### 2 FORMAL BRIEFING

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 6 [Communication] below.

### 3 RFP INSTRUCTIONS

3.1 Please sign documents [sign, stamp and date the bottom of each page] before submitting them. The person or persons signing the submission must be legally authorised by the respondent to do so.

- 3.2 **All returnable documents tabled in the Proposal Form [Section 5] and Scopes of Work 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.

- Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Table 3.2 of the specific goals Claim Form.

#### **5 COMMUNICATION**

- 5.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted to **Ruth Springbok** at e-mail [RuthS@Foskor.co.za](mailto:RuthS@Foskor.co.za) before **16:00pm on 13 May 2024**, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Foskor's response to such a query will be published on the National Treasury e-tender portal, CIDB i-tender portal (where applicable) and the Foskor website.
- 5.2 After the closing date of the RFP, a Respondent may only communicate with the AC Secretariat [**Mpho Thipe**], at email: [Mphot@Foskor.co.za](mailto:Mphot@Foskor.co.za) on any matter relating to its RFP Proposal.
- 5.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 5.4 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.
- 5.5 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.
- 5.6 Foskor will publish the outcome of this RFP in the National Treasury e-tender portal, within 10 days after the award has been finalised. Respondents are required to check the National Treasury e-tender portal 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, CIDB i-tender portal (where applicable) and the Foskor website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.

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

## **10 LEGAL REVIEW**

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

## **11 SECURITY CLEARANCE**

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

## **12 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE**

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

## **13 TAX COMPLIANCE**

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

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

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

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



Respondent's Signature

Date & Company Stamp

### **SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS**

#### **1 C.1. BACKGROUND, PRESENT SITUATION AND PROPOSED SOLUTION**

Sulphuric Acid production at Foskor Richards Bay consists of three plants. Two of these plants (A and B plant which produce 1800 MTPD Sulphuric acid) are part of the original design and are jointly referred to as the old section. They are identical. The new C plant (producing 3000 MTPD) was added in the year 2000.

The Foskor Acid Plant requires an experienced general maintenance Service Provider (SP) that can provide skilled and semi-skilled labour for day to day running of Sulphuric Acid Plant, Phosphoric Acid Plant, Granulation, and Material Handling in providing maintenance services to safely maintain and repair mechanical parts, components, and equipment and to attend to breakdown quickly and safely. To eliminate the risk of injury, incident, or equipment damage, it is recommended to increase the maintenance services by adding skilled and semi-skilled contracted workers with extensive knowledge, training, experience, and possess a recognized certificate with extensive hands-on experience that will play a significant role during maintaining and repairing of mechanical parts, components, and equipment. The purpose of this tender is to establish a fixed rate contract for the provision of the general maintenance services.

#### **2 EXECUTIVE OVERVIEW**

Whereas Foskor is seeking a partner(s) to provide solutions for its Acid Plant's general preventative and remedial maintenance requirements.,

The selected 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:

- 2.1 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.
- 2.2 Foskor must achieve appropriate availability that meets user needs while reducing costs for both Foskor and the chosen Supplier(s).
- 2.3 Foskor must receive proactive improvements from the Supplier with respect to supply of Goods and related processes.
- 2.4 Foskor's overall competitive advantage must be strengthened by the chosen Supplier leading edge technology and service delivery systems.
- 2.5 Foskor end users must be able to rely on the chosen Supplier personnel for service enquiries, recommendations, and substitutions.
- 2.6 Foskor must reduce costs by streamlining its acquisition of Goods, including managed service processes on a Group basis.

### 3 C.2. LEGISLATION, STANDARDS AND CODES OF PRACTICE

Latest revisions or amendments of the listed codes and specification are applicable to this contract:

| Number         | Title / Description                      | Revision |
|----------------|------------------------------------------|----------|
| Act 85 of 1993 | Occupational Health and Safety (OHS Act) | Latest   |
| Act 75 of 1997 | Basic Conditions of Employment           | Latest   |
| Act 55 of 1998 | Employment Equity                        | Latest   |
| Act 66 of 1995 | Labour Relations                         | Latest   |

All work listed in this scope of work shall be completed in accordance with the specifications and codes as listed above. It is the responsibility of the Tenderer to be in possession of the latest standards and codes as listed above in the execution of this project.

### C.3. FOSKOR SPECIFICATIONS

All work listed in this scope of work shall be completed in accordance with the specifications listed below.

Those specifically applicable to this Tender is marked with "YES", however it does not exclude other specification listed or implied, and it remains the Tenderer's responsibility to ensure that work execution and tender prepared is in line and meets the requirements of all standards indicated or not.

| Number       | Title/Description                                               | Version | Applicable |
|--------------|-----------------------------------------------------------------|---------|------------|
| <b>E 006</b> | Low Voltage Distribution Boards                                 | Latest  |            |
| <b>E 008</b> | Luminaries                                                      | Latest  |            |
| <b>E001</b>  | Low and Medium Voltage Motors                                   | Latest  |            |
| <b>E002</b>  | 400V AC Distribution Switchgear & MCC's                         | Latest  |            |
| <b>E003</b>  | Industrial Electrical Installations                             | Latest  |            |
| <b>EC1</b>   | Installation, Testing and Commissioning of electrical equipment | Latest  |            |
| <b>EE1</b>   | Motor Control Centre and Switchgear                             | Latest  |            |
| <b>EE2</b>   | Squirrel Cage Induction and Wound Rotor Motors                  | Latest  |            |
| <b>EE6</b>   | 11KV Power Transformers                                         | Latest  |            |
| <b>FC005</b> | General Earth Works to Plant and Building                       | Latest  |            |
| <b>FC016</b> | General Road Works                                              | Latest  |            |
| <b>FC021</b> | General Specification for Terrace Construction                  | Latest  |            |
| <b>FC026</b> | General Specification for Road works                            | Latest  |            |
| <b>FD001</b> | Design Criteria for Structures                                  | Latest  |            |
| <b>FG001</b> | General Requirements for Projects                               | Latest  |            |
| <b>FL001</b> | Design and Fabrication Criteria for Ladders and Walkways        | Latest  |            |
| <b>FM001</b> | General Mechanical Specification                                | Latest  | Yes        |
| <b>FM002</b> | Rubber lining of Vessels and Piping                             | Latest  |            |
| <b>FM003</b> | Welding of Fabricated Equipment                                 | Latest  |            |

|              |                                                         |        |            |
|--------------|---------------------------------------------------------|--------|------------|
| <b>FM273</b> | Fire Tube Waste Heat Boiler                             | Latest |            |
| <b>FM432</b> | Canvas specification                                    | Latest |            |
| <b>FQ001</b> | General Engineering Quality Requirements                | Latest | <b>Yes</b> |
| <b>FQ002</b> | Non-Destructive Testing                                 | Latest |            |
| <b>FS001</b> | Fabrication and Erection of Structural Steel            | Latest |            |
| <b>FS002</b> | Specification of Roof and Side Cladding                 | Latest |            |
| <b>FT001</b> | Trestles and Access Platforms                           | Latest |            |
| <b>FV001</b> | Requirements Vessels, Tanks and Heat Exchangers         | Latest |            |
| <b>FY001</b> | Design/Fabrication of Piping                            | Latest |            |
| <b>GC1</b>   | Civil excavation, Form work and Concrete work           | Latest |            |
| <b>GC2</b>   | Interlocking Paving                                     | Latest |            |
| <b>GC3</b>   | Packing and Grouting                                    | Latest |            |
| <b>GD1 R</b> | General requirements for Design                         | Latest |            |
| <b>GE1</b>   | Design of Electrical Installation <sup>1</sup>          | Latest |            |
| <b>GM1</b>   | General Mechanical                                      | Latest | <b>Yes</b> |
| <b>GM2</b>   | Mechanical Erection                                     | Latest | <b>Yes</b> |
| <b>GM3</b>   | Surface preparation and protection specification: Paint | Latest |            |
| <b>GM4</b>   | Pressure Vessels including Auxiliary equipment          | Latest |            |
| <b>GM5</b>   | Pipe Standards Including Auxiliary Equipment            | Latest |            |
| <b>GM6</b>   | Engineering Drawing and Document requirements           | Latest |            |
| <b>MC002</b> | Scope of Corrosion Protection Richards Bay              | Latest |            |
| <b>MC003</b> | Painting High Spillage Areas                            | Latest |            |
| <b>MC004</b> | General Plant Painting Specification Low Temperature    | Latest |            |
| <b>MC005</b> | General Plant Painting Specification High Temperature   | Latest |            |
| <b>MC006</b> | Repair Damaged Steel Work                               | Latest |            |
| <b>MC007</b> | Steel Denso Wrap System                                 | Latest |            |
| <b>MC008</b> | Pipe/Flange Protection Denso Wrap System                | Latest |            |
| <b>MC009</b> | General Plant Protection High Corrosive Areas           | Latest |            |
| <b>MC010</b> | Painting Tank Grillage and bottom side of floor plate   | Latest |            |
| <b>MC011</b> | Internal Painting of Tanks with Demineralized Water     | Latest |            |

| Number                                                          | Title/Description                                    | Version | Applicable |
|-----------------------------------------------------------------|------------------------------------------------------|---------|------------|
| <b>APPLICABLE SULPHOS PROJECT SPECIFICATIONS on this Tender</b> |                                                      |         |            |
| <b>SS-000000-C-005</b>                                          | Earthworks to foundations and buildings              | Latest  |            |
| <b>SS-000000-C-006</b>                                          | General specification for concrete construction      | Latest  |            |
| <b>SS-000000-C-007</b>                                          | Concrete specification                               | Latest  |            |
| <b>SS-000000-C-012</b>                                          | Grouting                                             | Latest  |            |
| <b>ST-000000-C-016</b>                                          | General road works                                   | Latest  |            |
| <b>SS-000000-C-017</b>                                          | Underground gravity pipelines, cable ducts and drain | Latest  |            |
| <b>SS-000000-C-021</b>                                          | Terrace construction                                 | Latest  |            |
| <b>ST-350999-316-001</b>                                        | Civil and Building work- Sulphuric acid plant        | Latest  |            |
| <b>SS-000000-E-003</b>                                          | Industrial electrical installations                  | Latest  |            |
| <b>SS-000000-G-001</b>                                          | Project general                                      | Latest  |            |
| <b>SS-000000-G-003</b>                                          | Corrosion protection                                 | Latest  |            |
| <b>SS-000000-Q-001</b>                                          | General quality requirements                         | Latest  | <b>Yes</b> |
| <b>SS-000000-Q-002</b>                                          | Non destructive testing construction site            | Latest  |            |
| <b>SS-000000-S-001</b>                                          | Fabrication and erection of structural steelwork     | Latest  |            |
| <b>SS-000000-S-002</b>                                          | Roof & side cladding (by BEMA)                       | Latest  |            |
| <b>SS-000000-M-023-A</b>                                        | Brick lining of rubber lined carbon steel equipment  | Latest  |            |
| <b>SS-000000-M-002-00</b>                                       | Rubber lining for steel equipment and piping         | Latest  |            |

It is the responsibility of the Tenderer to be in possession of the latest specifications as listed above or implied in the execution of this project.

The Contractor / Service Provider is referred to the Specification mentioned for full descriptions of materials and methods referred to in these Bills of Quantities/Lump Sum documents, insofar as they apply.

The Contractor / Service Provider is advised to study the referred to specification before pricing Bills of Quantities/Lump Sum documents.

No claim whatsoever will be allowed in respect of errors in pricing due to brevity of description of items in the Bills of Quantities/Lump Sum documents which are fully described when read in conjunction with the relevant Preambles and/or Specifications.

Suppliers of materials and the like, whose quality systems apply with one or more of the SABS/SANS ISO 9001 Series should be used whenever possible in the absence of a particular SABS/SANS Specification Standard Mark.

## **4 SCOPE OF REQUIREMENTS**

### **4.1 C.4. PROJECT REQUIREMENT**

The main purpose of the scope of work is to render preventative and remedial maintenance services at Foskor's Acid Plant for a period of thirty-six (36) months on an as-and-when required basis, in the form of skilled mechanical and semi-skilled labour, experienced in the handling and operation relevant tools and machinery.

### **C.5. PLANT DATA**

All work listed in the document will be executed for and at FOSKOR (PTY) LTD, **RICHARDS BAY PLANT, 21 JOHN ROSS PARKWAY.**

### **C.6. SCOPE OF WORKS – GENERAL**

1. Vendor to supply the required maintenance personnel with all the appropriate mechanical skills and experience which involves the ability to use tools & machinery required to undertake the maintenance services.
2. The artisan, artisan assistants, and support staff must have all necessary PPE as stipulated by Foskor.
3. Any work undertaken outside of the normal working hours (i.e. weekdays and agreed shift working hours) is to be authorized as per Foskor procedure, failing to do so, invoice for overtime will not be paid.
4. Daily work diary are to be approved by Foskor supervisor and to be attached with invoices.

#### **Note:**

- ❖ The general maintenance contract should consist of a qualified artisans with their assistants and support staff.
- ❖ The qualified artisan should have the minimum of N3 & trade test and minimum of 5 years' experience.
- ❖ The vendor should submit proof of qualifications per employee and curriculum vitae to summarize education, skills, and experience.
- ❖ The normal working hours start from 07h00 to 16h00 hours weekdays.
- ❖ It is required that the artisans together with his assistant must be available after hours, weekends and holidays for call out.
- ❖ The artisan & his assistant shall report to their Supervisor and time sheets to be signed daily.
- ❖ For any callout, the artisan with his assistant must report to the relevant supervisor within 2 hours of the call out.
- ❖ Vendor must not carry out any activities without a valid order number.

#### **C.6.1 TENDER REQUIRED DOCUMENTS**

The following documentation

- Work Methodology that clearly indicate all the activities to be carried out,
- Provide Service Track Record, &
- Reference Letter (Similar Contract Undertaken).

#### **C.6.2 SITE CONDICTIONS**

- It will be imperative for the successful Tenderer to liaise with the Foskor (Pty) Ltd.'s designated team leader (Foskor representative) to ensure safety whenever site access is required.
- Full acid resistant PPE (personal protective equipment/clothing) must be always used.
- Be cautious of vehicles and machine working in the area at all times.

- As it will be deemed that the prevailing conditions have been considered when tendering, no claims for extras arising from failure to observe all site conditions will be admitted.

### C.6.3 SERVICES WHICH ARE KNOWN TO EXIST ON SITE

The following services exist on the site:

- Water and air pipes.
- Phosphoric acid and Sulphuric acid pipes alongside the bridges
- Electrical cables and racking
- Steam
- Condensate
- Sewer line.
- Data/Instrumentation cables.

#### 1. FOSKOR SUPPLIED SERVICES

| Foskor (Pty) Ltd shall be responsible for: |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Applicable : |
|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 1                                          | Supply a copy of the relevant Foskor Procedure Specification(s).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Refer C.3    |
| 2                                          | Supply a copy of reference drawings if required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | N/A          |
| 4                                          | Provide access to electricity connection points <ul style="list-style-type: none"> <li>Any connection and consumption will be monitored by Tenderer and verified by Foskor on defined intervals (usually at the beginning and end of contract)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | YES          |
| 5                                          | Provide access to potable water <ul style="list-style-type: none"> <li>Connection and consumption would need to be monitored by Successful Tenderer (Contractor) and verified by Foskor on intervals (usually at the beginning and end of contract) defined by Foskor</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | N/A          |
| 6                                          | Provide a suitable area for site establishment for Successful Tenderer (Contractor). <ul style="list-style-type: none"> <li>Successful Tenderer to formally in writing motivates, request and define the area and services it deems necessary for site establishment.</li> <li>Foskor will at its own discretion (if request is approved) allocate a site establishment area, however Foskor can should it deem necessary retract or re-define its approval by giving reasonable notice to the successful Tenderer</li> </ul>                                                                                                                                                                                                                                                   | ON REQUEST   |
| 7                                          | Provide access to ablutions facilities. (Not change rooms) <ul style="list-style-type: none"> <li>Successful Tenderer (Contractor)'s workers to be fully dressed in required PPE when coming on site.</li> <li>The successful Tenderer to ensure that its workers/subcontractors/ supplier that are making use of facilities, do so in an orderly and well-mannered way.</li> <li>Successful Tenderer is not allowed to make use of Foskor's change room or tearoom facilities unless agreed to in writing.</li> <li>The successful Tenderer might be called on to assist with the maintenance and cleaning of ablutions, should Foskor at its discretion be of the opinion that it be necessary. Cost associated with such cannot be claimed from Foskor (Pty) Ltd.</li> </ul> | YES          |
| 8                                          | Assist in issuing of work clearances and HIRA certificates.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | YES          |

**2. SUCCESSFUL TENDERER (CONTRACTOR) RESPONSIBILITIES**

| <b>The successful Tenderer (Contractor) shall be responsible for (inter alia):</b> |                                                                                                                                                                                                      | <b>Applicable:</b> |
|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>1</b>                                                                           | Supply the required maintenance and support staff together with their assistants.                                                                                                                    | <b>YES</b>         |
| <b>2</b>                                                                           | Provide Service Track Record.                                                                                                                                                                        | <b>YES</b>         |
| <b>3</b>                                                                           | Detailed work methodology that contains sufficient details to assure Foskor that the contractor has a detailed understanding of the work and has enough staff and resources to support the contract. | <b>YES</b>         |

Note that concerning above:

- i. No claims towards losses will be accommodated.
- ii. All items that the Successful Tenderer will bring to Foskor (Pty) Ltd, will be subjected to review and approval by Foskor (Pty) Ltd and shall conform to Foskor procedures.

**C.6.4 REQUIREMENTS FOR TERMINATION, DIVERSION, OR MAINTENANCE OF EXISTING SERVICES**

Only Applies if/where electrical conductors, pipe conduits, electrical transmitters, ducting or ventilation services are affected. Unless identified as part of the scope, the Contractor / Service Provider must immediately bring to Foskor's attention any previously unspecified or obstructing services existing in his area of work and without terminating/diverting/hindering such services.

**C.6.5 INVOICING AND PAYMENT**

Payment will be made by Foskor (Pty) Ltd, after approval (with consideration for the construction, completion, and defects corrections of the Works) by the Foskor (Pty) Ltd Project Representative (i.e., Engineer, Project Supervisor) of the submitted Payment Certificate to the Tenderer within 30 (thirty) days from the date of the Tenderers approved invoice.

The invoice shall be approved in accordance with the provisions of Foskor (Pty) Ltd.'s terms and conditions.

The invoice submitted is to be in a format acceptable to the Foskor (Pty) Ltd.'s Project Representative and need to contain the following minimum information:

- Company details, registration no and VAT registration no,
- Purchase Order no & Date of Invoice,
- Copy of Purchase Order,
- Detail description of work done to date,
- Value of the current claim and work done (excl. VAT),
- VAT charged.

**C.6.6 STANDING TIME**

- a) Standing time is defined as a period measured in hours, when the Contractor's normal operational cycle is affected by causes attributable to Foskor (Pty) Ltd such as permit issuing and gas leaks and result in a normal stoppage disruption to the regular progress of the Works.
- b) Standing time due to rain will not be accommodated when work is done in the plant that is under shelter.
- c) Payment to the Contractor / Service Provider for standing time will be certified only where, in Foskor (Pty) Ltd opinion, the delay was clearly beyond the reasonable control of the Contractor / Service Provider and the Contractor / Service Provider further took all reasonable measures to avoid or reduce such delay and such delay imposed direct costs to the Contractor.

**C.6.7 PROGRESS OF WORKS**

Should Foskor (Pty) Ltd at any time be of the opinion that the rate of progress of the Works or any part thereof is too slow to ensure the completion of the Works or any part thereof by the Completion Date, Foskor (Pty) Ltd shall so notify the Contractor / Service Provider in writing, with specific reference to this Clause, and the Contractor / Service Provider shall thereupon, subject to the approval of Foskor (Pty) Ltd take such steps as are necessary to expedite progress so as to complete the Works or the said part thereof by the Due Completion Date.

**C.6.8 PENALTY**

If the Contractor, by the Due Completion Date, fails to complete the Works to the extent which entitles him to receive a Certificate of Practical Completion, the Contractor / Service Provider shall be liable to Foskor (Pty) Ltd for an amount of **0.1% for every Calendar Day that the works is late or such portion of the contract price as is associated with that part of the Works.**

The imposing of such penalty shall not relieve the Contractor / Service Provider from the obligation to complete the Works or from his obligations and liabilities under the Contract.

**C.6.9 CLAIMS: EXTENSION OF TIME FOR COMPLETION, ADDITIONAL PAYMENTS, OR COMPENSATION****C.6.9.1 Claims Procedure**

The following provisions shall apply:

- a) Claims are to be submitted in writing within 7 days after the circumstances, event, act or omission giving rise to such claim has arisen or occurred to the Foskor (Pty) Ltd Project Representative.
- b) Submit written notice to the Foskor (Pty) Ltd Project Representative of the intention to claim within 7 days after the circumstances, event, act, or omission giving rise to such claim has arisen or occurred. The Notice and subsequent claim to set out:
  - (i) Particulars of the circumstance, event, act or omission giving rise to the claim concerned.
  - (ii) Provisions of the portion of the contract on which he intends to make the claim.

- (iii) Length of extension of time, if any, claimed and the basis of calculation thereof, and
- (iv) The Price Adjustment, if any, claimed and the basis of calculation thereof.
- c) If the Contractor / Service Provider cannot reasonably comply with any of the provision above within the said period 14 days, he shall:
  - (i) Notify the Foskor (Pty) Ltd Project Representative in writing of his intention to make the claim and comply with such requirements as he reasonably can.
  - (ii) Deliver additional information in writing that is reasonably required by Foskor (Pty) Ltd; and
  - (iii) Comply as soon as practical with such requirements as described above in this clause, within a time agreed to by the Foskor (Pty) Ltd Project Representative.
- d) In the event of failure to comply to any of the provisions, the claim would not be accommodated and Foskor (Pty) Ltd would be discharged of all liability in connection with the claim.

#### **C.6.9.2 Extension of Time for Completion**

The whole works shall be completed within the time agreed upon.

If any circumstances of any kind whatsoever may occur and as such, fairly entitle the Contractor / Service Provider to any extension of time for the completion of the works or portion thereof, then the Foskor (Pty) Ltd Project Representative will consider a claim duly submitted.

#### **C.6.10 CANCELLATION OF THE CONTRACT BY FOSKOR (PTY) LTD**

If:

- (a)
  - (i) The estate of the Contractor / SP shall be sequestrated (provisionally or finally), or
  - (ii) The Contractor / SP shall publish a notice of surrender of his estate as insolvent, or
  - (iii) The Contractor / SP, being a company or a close corporation, shall go into liquidation (provisionally or finally), or
  - (iv) The Contractor / SP shall assign the Contract without the consent in writing of Foskor (Pty) Ltd having first been obtained, or
  - (v) The Contractor / SP shall enter into a compromise with the general body of his creditors, or
  - (vi) The Contractor / SP shall have an execution levied on his goods, or
- (b) the Foskor (Pty) Ltd Project Representative shall certify in writing to Foskor (Pty) Ltd, and to the Contractor/Consultant/SP , with specific reference to this Clause, that in his opinion the Contractor/Consultant/SP:
  - (i) has abandoned or repudiated the Contract, or
  - (ii) has, without reasonable excuse, failed to commence the Works in terms of the time allowed and agreed to, or

- (iii) has suspended the progress of the Works without due cause, or
- (iv) has failed to proceed with the Works with due diligence, or
- (vi) is not executing the Works in accordance with the Contract, or
- (vii) has, without the approval of the Foskor (Pty) Ltd Project Representative, subcontracted any part of the Contract, or
- (viii) has failed to provide the Surety ship, Professional Indemnity within the time stipulated and for 14 days after receiving a written notice from the Foskor (Pty) Ltd Project Representative, referring specifically to the default concerned and to this Clause, failed to remedy the default,
- (c) Foskor (Pty) Ltd may, by written notice to the Contractor / Service Provider , terminate the Contract and withhold any payments due until further notice.

#### **C.6.11 URGENT REMEDIAL WORK**

All designs changes or remedial action must be communicated to the Foskor Engineer or the authorized Foskor Designate. Approval of such must be sought and received as early as not to impose undue costs and delays. Should there however be remedial work necessary, the Contractor shall, upon approval from the Foskor Engineer/Designate, effect these with care, accuracy, and speed, so as not to impose undue extension of time and /or cost.

If any work as done by Foskor (Pty) Ltd is work which the Contractor was liable to do at his own expense under the Contract, all costs incurred by Foskor (Pty) Ltd in so doing shall be determined by Foskor (Pty) Ltd or its agent and shall on demand be paid by the Contractor to Foskor (Pty) Ltd.

### **C.7. FOSKOR SAFETY DOCUMENTS TO BE SUBMITTED, ENVIRONMENTAL AND SITE MANAGEMENT**

#### **C.7.1 SHREQ REQUIREMENTS**

The successful Tenderer will be required to comply and ensure continuous compliance with Foskor standards and national regulations:

- Compliance with COP6 (Contractor Management).
- Compliance and signing of Section 37(2) Agreement in terms of the OHS Act at the Foskor (Pty) Ltd Safety Department.
- Compliance with Legislation requirements which includes the OHS Act, NEMA (National Environment Management Act) and other relevant applicable Legislation.

\* *Copy of requirements available from Foskor SHREQ Department.*

#### **C.7.2 ENVIRONMENTAL MANAGEMENT SPECIFICATIONS**

In order to ensure that the construction works is designed for an environmentally sensitive area, strict compliance to the Environmental Management Plan (EMP) guidelines may be requested after appointment of the contractor.

The EMP shall be part of the terms of reference for all contractors/consultants, sub-contractors/consultants, and suppliers.

A copy of the EMP requirements is available from Foskor (Pty) Ltd SHREQ department.

All MSDS's to be submitted to Foskor (Pty) Ltd.

Waste disposal needs to comply to Foskor (Pty) Ltd Waste Management Plan.

## **C.8. OHSA 1993 HEALTH AND SAFETY SPECIFICATION**

This specification covers the health and safety requirements to be met by the successful Tenderer (Contractor) to ensure a continued safe and healthy environment for all workers, employees, and subcontractors/consultants and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction regulations.

### **C.8.1 HEALTH AND SAFETY INDUCTION**

The successful Tenderer (Contractor / Service Provider) shall ensure that all employees under his control, including the subcontractors/consultants and their employees, undergo a health and safety induction training course by a Foskor competent person before entering site.

- a. The Contractor / Service Provider shall ensure all his/her personnel have attended the Safety Induction, by Foskor (Pty) Ltd before they enter site.
- b. The Contractor / Service Provider on entering site, must always wear Foskor minimum required PPE namely safety glasses, acid resistant overalls, safety harnesses (on heights), safety boots or steel cap gumboots, ear protection and gas masks (Half mask double filter – screw type with filter type A1B1E1K1 – North Safety Product or similar approved product) and goggles (Uvex ultra vision – W1663459B – DIN CE 0196) preferably in a pouch. Should a Contractor / Service Provider be found on site without the above-mentioned safety clothing, he will be removed from site and will not be allowed to return. FFP3 dust mask fitted with an exhalation valve must be used when working in dust in on the B&D Store.
- c. Overalls must be Blue Sweet Orr overall (80% Polyester 20% Viscose Rayon Acid repellent) with Company names either on front of jacket or back OR Blue North Safety Acid/Flame overall (Flame retardant acid resistant anti-static ATPV 15.4CAL/CM2) with company names either on front of jacket or back and fluorescent reflective strips to be stitched onto sleeves and on the knees.
- d. The Contractor / Service Provider shall demarcate the relevant work area. The Contractor / Service Provider shall supply and erect an appropriate name board with all relevant information and contact details at the work area.
- e. The job risk assessment shall be carried out at the start of each shift. This risk assessment shall cover all activities planned for the relevant shift. The risk assessment shall be submitted to Foskor (Pty) Ltd at the start of each day shift and each night shift.
- f. The Contractor / Service Provider must take safety precautions when working on site.
- g. The Contractor / Service Provider must remove all their equipment within 48 hours after project completion/closure.
- h. A complete safety file to be submitted to Foskor (Pty) Ltd Safety Department before any work commences.
- i. The Contractor's vehicle when entering the Plant must always have rotating orange lights on.
- j. The Contractor and their employees must undergo a full medical at either Foskor (Pty) Ltd's Clinic or Caredoc Richards Bay or their approved by Foskor (Pty) Ltd. A full lung function test must be done. If a project is longer than twelve months, then a complete medical including lung function tests must be done again and thereafter the lung function test. Medical certificates are valid for one year only. For medical costs and bookings please contact the Foskor (Pty) Ltd Clinic on 035 902 3287.
- k. A once-off fee is also required for access cards from Foskor Security. Please contact the Foskor (Pty) Ltd Security Reception at 035 902 3267 for information.
- l. No access to elevated platforms, roof and scaffolding will be allowed during rainy days.
- m. Due to the length of the project, if over 12 months, it is required of the contractor to show proof of retraining staff working on heights including rope access personnel every month.

### **MANDATORY AS ENVISAGED BY SECTION 37(2) OF THE ACT**

By the submission of a tender, any tenderer will, if awarded the contract to which this tender document relates, be deemed to be the mandatory as envisaged by Section 37 (2) of the Act.

As a mandatory the successful tenderer will be deemed to be the "principal contractor" and an employer in his/her/their own right with duties as prescribed in the Act and accordingly will be deemed to have agreed to be solely responsible for ensuring that in connection with the service to which this tender document relates, all work will be performed in accordance with the Act.

It is further noted that (Applicable for work with asbestos): -

- a) The Contractor shall comply with all Foskor Regulations and Safety Standards.
- b) The Contractor shall fully comply with the OHS Act (Act 85 of 1993).
- c) The contractor shall be a registered asbestos contractor in terms of Asbestos Regulations (OHS Act). The contractor must be able to prove the following:
  - 1) Employees are conversant and trained as per regulation 5 of Asbestos Regulation (OHS Act) prior to the exposure of asbestos dust
  - 2) Is a registered asbestos contractor in terms of Asbestos Regulation and compliance with the Asbestos Regulation (OHS Act).
  - 3) Work procedure regarding dismantling of asbestos cement sheeting as per regulation 15 of Asbestos Regulation (OHS Act).
  - 4) Work Plan regarding demolition of asbestos cement sheeting as per regulation 21 of Asbestos Regulation (OHS Act).

#### **IMPORTANT NOTE**

The above is a summary of some of matters as defined in the Act. The successful Tenderer (Contractor / Service Provider) is required and advised in his own interest to make a careful study of the Act and the Construction regulations.

Ignorance of the Act and the Regulations will not be accepted in any proceedings, as valid reason if non-conformance to the Act and the Regulations are committed.

#### **C.9. QUALITY MANAGEMENT**

The successful Tenderer is to adhere to Foskor (Pty) Ltd.'s Quality Management System and specifications incorporated in this Tender Document.

To ensure that all installations are carried out in a controlled manner, the Contractor shall demonstrate this by means of the internal quality system, which shall include as a minimum a QCP for each piece of equipment. The QCP must be approved by Foskor before commencement of any work.

#### **C.10. QUALITY CONTROL**

- a) Maintenance personnel with all the appropriate mechanical skills and experience which involves the ability to use tools & machinery required to undertake the maintenance services.
- b) The quality of work must always be monitored and controlled at a high level.
- c) Ensuring good housekeeping practice after performing each task in workplaces.

**5 GREEN ECONOMY / CARBON FOOTPRINT**

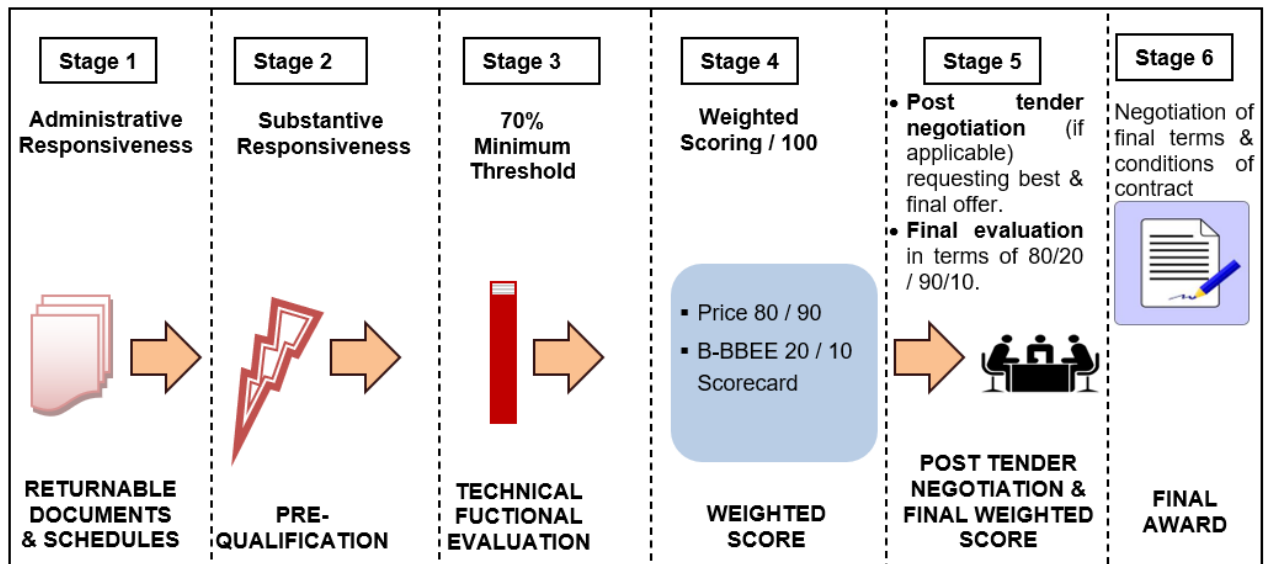
Foskor wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

**6 GENERAL CONTRACTOR / SERVICE PROVIDER OBLIGATIONS**

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

## 7 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).

### 7.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

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

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

**7.2 STEP TWO: Test for Substantive Responsiveness to RFP**

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

| Check for substantive responsiveness                                                                                                                                                                                                                        | RFP Reference                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Whether any general and legislation qualification criteria set by Foskor, have been met.</li> </ul>                                                                                                                  | <i>All sections including: Section 2 paragraphs, 2.2, 6.</i> |
| <ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule</li> </ul>                                                                                                                | <i>Section 4</i>                                             |
| <ul style="list-style-type: none"> <li>Whether any legal requirements have been met as follows: <ul style="list-style-type: none"> <li>Bidder registration Certificate with the Department of Labour as a Private Employment Agency.</li> </ul> </li> </ul> |                                                              |

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

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

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

|           | Functional / Technical Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Weight     |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
|           | Submit proof of CV's, qualifications and relevant certificates of training and competency                                                                                                                                                                                                                                                                                                                                                                                                                                                            |            |
| <b>1.</b> | <b>TECHNICAL ABILITY / COMPETENCIES (BIDDER'S EXPERIENCE &amp; TEAM COMPETENCE IN EXECUTING SIMILAR WORK)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>30%</b> |
| A         | <p><b>Bidder previous experience in similar work, environment, magnitude, and complexity.</b></p> <p><b>Proof / documents to be submitted:</b><br/>Provide record of previous similar experience by completing Section 5 (d) of the RFP: Schedule of Similar Contracts Undertaken.</p> <p><b>Scoring:</b></p> <p>Greater than or equal (<math>\geq</math>) 5 Years = 20%</p> <p>Greater than or equal (<math>\geq</math>) 2 Years, but less than (<math>&lt;</math>) 5 Years = 10%</p> <p>Less (<math>&lt;</math>) than 2 Years' experience = 0%</p> | 20%        |
| B         | <p><b>Team resource qualification and experience:</b></p> <p><b>Proof / documents to be submitted:</b></p> <ol style="list-style-type: none"> <li>Provide key personnel experience and qualifications by completing Section 5 (e) of the RFP: Personnel Qualification &amp; Experience.</li> <li>Provide a project organogram showing the relationships and authority of <b>Key Personnel</b>.</li> </ol>                                                                                                                                            | 10%        |

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
|          | <b>Scoring:</b><br><br>Submit both requirements (1 & 2) = 10%<br><br>Submit one of the requirements = 5%<br><br>No submission = 0%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |             |
| <b>2</b> | <b>WORK METHODOLOGY / METHOD STATEMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>40%</b>  |
|          | Bidder to submit a COMPREHENSIVE METHOD STATEMENTS for executing aforementioned scope of work/task.<br><br><b>Proof / documents to be submitted:</b> Provide a signed work methodology addressing how the key deliverables of the contract will be executed.<br><br><b>Scoring:</b><br>1. Safety adherence – supplier should provide the method for same = 8%<br><br>2. Manpower qualifications from a recognized institution = 8%<br><br>3. Response timing (should not be less than 2 hours in case of callout) = 8%<br><br>4. Manpower training programme given by supplier to their employees = 8%<br><br>5. Bidder organogram for miscellaneous skilled and semi-skilled personnel to be employed for the maintenance services = 4%<br><br>6. Handling procedure of disciplinary action of contractor's personnel = 4% | <b>40%</b>  |
| <b>3</b> | <b>LOCAL FOOTPRINT &amp; SPEED OF SERVICE DELIVERY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>30%</b>  |
|          | Bidder to submit proof of an established point of presence (i.e. location) in the form of a commercially operational office.<br><br><b>Proof / documents to be submitted:</b> Proof in the form of a municipal account (not less than 3 months old) must be provided to qualify for scoring points.<br><br>Operational Office located within the King Chetshwayo District Municipality = 30%<br><br>Operational office within KZN province, but outside the King Chetshwayo District Municipality = 20%<br><br>Operational office outside on the KZN province = 10%                                                                                                                                                                                                                                                         | 30%         |
|          | <b>MINIMUM QUALIFYING WEIGHTED AVERAGE SCORE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>70%</b>  |
|          | <b>TOTAL SCORES FOR TENDERS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>100%</b> |

## 7.4

## 7.4 STEP FOUR: Evaluation and Final Weighted Scoring

## a) Price Criteria [Weighted score 90 points]:

| Evaluation Criteria    | RFP Reference |
|------------------------|---------------|
| • Commercial offer     | Section 4     |
| • Commercial discounts | Section 4     |
| • Payment Terms        | Section 4     |

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

$$PS = 80 / 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

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

## b) Broad-Based Black Economic Empowerment criteria [Weighted score 20 / 10 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.

**NOTE: In cases where it is unclear whether the 80/20 or 90/10 preference point system will apply. Foskor will use the lowest acceptable tender to determine the applicable preference point system.**

## 1.1 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

| Evaluation Criteria | Final Weighted Scores |
|---------------------|-----------------------|
| Price               | 80 / 90               |
| BBBE-E Scorecard    | 20 / 10               |
| <b>TOTAL SCORE:</b> | <b>100</b>            |

## 1.2 STEP FOUR: Post Tender Negotiations (if applicable)

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

- Should Foskor conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Foskor based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

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

**SECTION 4: PRICING AND DELIVERY SCHEDULE**

**Bidders are required to submit their pricing as per the pricing schedule below.**

**Schedule of Rates or Summary of Bill of Quantities**

| <b>Item No</b> | <b>Maintenance Service Category</b>     | <b>Unit of Measure<br/>Rate per Hour Normal Time (NT) –<br/>EXCL. VAT</b> |
|----------------|-----------------------------------------|---------------------------------------------------------------------------|
| 1.             | Maintenance Supervisor                  | R                                                                         |
| 2.             | Artisan Fitter & Turner                 | R                                                                         |
| 3.             | Artisan Rigger                          | R                                                                         |
| 4.             | Artisan Millwright                      | R                                                                         |
| 5.             | Artisan Boilermaker                     | R                                                                         |
| 6.             | Artisan Electrician                     | R                                                                         |
| 7.             | Artisan Instrumentation                 | R                                                                         |
| 8.             | Semi-Skilled Labour                     | R                                                                         |
| 9.             | Data Clerk                              | R                                                                         |
| 10.            | Maintenance Planner                     | R                                                                         |
| 11.            | Mechanical Operator                     | R                                                                         |
| 12.            | Safety Officer                          | R                                                                         |
| 13.            | Medical Assessments per person          | R                                                                         |
| 14.            | Personal Protective Clothing per person | R                                                                         |

*Respondents are to note that Foskor will round off final pricing scores to the nearest 2 (two) decimal places.*

**Notes to Pricing:**

- a) NT – denotes Normal Working Hours, being Monday – Thursday from 07h00-16h00; Friday from 07h00-14h00.  
Shift work, being weekdays and weekends and public holidays from 06h00 – 18h00.  
Overtime, Sunday Time, Paid Public Holidays will be paid for in accordance with the Basic Conditions of Employment Act No.75 of 1997.
- b) The number of working hours required of the various skilled and semi-skilled resources will be communicated to the Service Provider on a monthly basis.
- c) 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.

- d) Prices must be quoted in South African Rand inclusive of VAT.
- e) Any disbursement not specifically priced for will not be considered/accepted by Foskor.
- f) 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.
- g) Where a Respondent's price(s) includes imported goods/items, the rate of exchange to be used must be in South African Rands for purposes of determining whether the price is market related or not and must be the currency's rate published by the **South African Reserve Bank on the date of the advertisement of the bid**:

Currency rate of exchange utilised: \_\_\_\_\_

The rate of exchange in ZAR is \_\_\_\_\_ as at \_\_\_\_\_

## 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](http://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. |                           |                                                                      |                |                                          |                                                  |            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------------------------------------------------|----------------|------------------------------------------|--------------------------------------------------|------------|
| <b>Is the Respondent</b><br>(Complete with a "Yes" or "No")                                                                                                                                                                                                                                                        |                           |                                                                      |                |                                          |                                                  |            |
| <b>A DPIP/FPPO</b>                                                                                                                                                                                                                                                                                                 |                           | <b>Closely Related to a DPIP/FPPO</b>                                |                | <b>Closely Associated to a DPIP/FPPO</b> |                                                  |            |
| <b>List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.</b>                                                                                                                                                                    |                           |                                                                      |                |                                          |                                                  |            |
| No                                                                                                                                                                                                                                                                                                                 | Name of Entity / Business | Role in the Entity / Business<br>(Nature of interest/ Participation) | Shareholding % | Registration Number                      | Status<br>(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.

### 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 Service provider shall match or better such price(s) within 30 [thirty] calendar days, failing which the contract may be terminated at Foskor's discretion or the particular item(s) or service(s) purchased outside the contract.

## 2. MANUFACTURERS

The Respondents must state hereunder the actual manufacturer(s) of the Goods tendered for:

### 1.1 Local Manufacturer(s):

| RFP ITEM NO. | NAME | BUSINESS ADDRESS |
|--------------|------|------------------|
|              |      |                  |
|              |      |                  |
|              |      |                  |

### 1.2 Foreign Manufacturer(s):

| RFP ITEM NO. | NAME | BUSINESS ADDRESS |
|--------------|------|------------------|
|              |      |                  |
|              |      |                  |
|              |      |                  |

**3. IMPORTED CONTENT**

The Respondents must state hereunder the value and percentage of the imported content as well as the country of origin in respect of each item tendered for:

| RFP ITEM NO / DESCRIPTION. | VALUE | % COST | COUNTRY OF ORIGIN |
|----------------------------|-------|--------|-------------------|
|                            |       |        |                   |
|                            |       |        |                   |
|                            |       |        |                   |

Note: Where more than one country is applicable to one item, the Respondents must furnish this information separately.

**4. EXCHANGE AND REMITTANCE**

The attention of the Respondents is directed to clause 17 *[Exchange and Remittance]* of the General Bid Conditions. If Foskor is requested by the Respondent to effect payment overseas direct to the Respondent's principal or supplier, which is not a registered South African Company please complete the details below, using the rate of exchange published by the South African Reserve Bank 7 [seven] calendar days before the closing date of this RFP:

- a. ZAR 1.00 [South African currency] being equal to \_\_\_\_\_ *[foreign currency]*
- b. \_\_\_\_\_ % in relation to tendered price(s) to be remitted overseas by Foskor
- c. \_\_\_\_\_ [Name of country to which payment is to be made]
- d. Beneficiary details:
 

Name [Account holder] \_\_\_\_\_  
 Bank [Name and branch code] \_\_\_\_\_  
 Swift code \_\_\_\_\_  
 Country \_\_\_\_\_
- e. \_\_\_\_\_ [Applicable base date of Exchange Rate used]

Respondents are advised that should a contract be awarded for deliveries on an "as and when required" basis, any future remittance(s) to overseas principals/service providers, as instructed above, will be based on an agreed rate of exchange related to the contractual price of the Goods/Services at that time.

Respondents should note that Foskor would prefer to receive fixed price offers expressed in South African Rand [ZAR].

**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:

- a. **Quality and specification of Goods delivered:**

\_\_\_\_\_

**b. Continuity of supply:**

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**c. Compliance with the Occupational Health and Safety Act, 85 of 1993:**

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

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

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.

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

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

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

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

### ADDRESS FOR NOTICES

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

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

Name of Entity: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Address: \_\_\_\_\_

### NOTIFICATION OF AWARD OF RFP

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

### VALIDITY PERIOD

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

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

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

(i) Registration number of company / C.C. \_\_\_\_\_

(ii) Registered name of company / C.C. \_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

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

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## RETURNABLE DOCUMENTS

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

|                                       |                                                                                                                                                                                                                                                                                                  |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mandatory Returnable Documents        | <b><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></b>                                                                                                                        |
| Returnable Documents Used for Scoring | <b><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></b>     |
| Essential Returnable Documents        | <b><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></b> |

**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<br>[Yes/No] |
|------------------------------------------|-----------------------|
| SECTION 4: Pricing and Delivery 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:

| <b><u>RETURNABLE DOCUMENTS USED FOR SCORING</u></b>                                                                             | SUBMITTED<br>[Yes or No] |
|---------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 9 of this RFP                               |                          |
| Provide record of previous similar experience by completing Section 5 (d) of the RFP: Schedule of Similar Contracts Undertaken. |                          |

| <b>RETURNABLE DOCUMENTS USED FOR SCORING</b>                                                                                      | <b>SUBMITTED<br/>[Yes or No]</b> |
|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| Provide key personnel experience and qualifications by completing Section 5 (e) of the RFP: Personnel Qualification & Experience. |                                  |
| Provide a project organogram showing the relationships and authority of Key Personnel.                                            |                                  |
| Provide a signed work methodology addressing how the key deliverables of the contract will be executed.                           |                                  |
| Proof in the form of a municipal account (not less than 3 months old) must be provided to qualify for scoring points.             |                                  |

**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:

| <b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>                                                                                                 | <b>SUBMITTED<br/>[Yes or No]</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement |                                  |
| Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years                            |                                  |
| SECTION 1: SBD1 FORM                                                                                                                                  |                                  |
| SECTION 5 : Proposal Form and List of Returnable documents                                                                                            |                                  |
| SECTION 6 : Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents                                                           |                                  |
| SECTION 7 : RFP Declaration and Breach of Law Form                                                                                                    |                                  |
| SECTION 9: B-BBEE Preference Points claim form                                                                                                        |                                  |
| SECTION 12: Protection of Personal Information                                                                                                        |                                  |

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Foskor with such renewals as and when they become due, Foskor shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, have for damages against the Respondent.

Respondent's Signature

Date & Company Stamp

**d) SCHEDULE OF SIMILAR CONTRACT UNDERTAKEN**

Please provide a list of work done on contract of which the Scope of Works that are similar to the one described in this document (or attach references)

| Completed,<br>Month, Year | Description | Client Name | Contact Person<br>and Details | Value |
|---------------------------|-------------|-------------|-------------------------------|-------|
|                           |             |             |                               |       |
|                           |             |             |                               |       |
|                           |             |             |                               |       |
|                           |             |             |                               |       |
|                           |             |             |                               |       |
|                           |             |             |                               |       |
|                           |             |             |                               |       |
|                           |             |             |                               |       |
|                           |             |             |                               |       |

**e) SCHEDULE OF KEY PERSONNEL ON THE CONTRACT**

Complete below concerning the Key Personnel on the project.

| Key Personnel                             | Name and Surname | Full/Part<br>Time on site,<br>off site? | Employed,<br>Subcontractor<br>or Temp? | Years<br>Related<br>Experience | Qualification |
|-------------------------------------------|------------------|-----------------------------------------|----------------------------------------|--------------------------------|---------------|
| Site<br>Manager/Contract<br>Manager/Owner |                  |                                         |                                        |                                |               |
| Maintenance<br>Supervisor                 |                  |                                         |                                        |                                |               |
| Maintenance<br>Artisan                    |                  |                                         |                                        |                                |               |
| Maintenance<br>Assistant                  |                  |                                         |                                        |                                |               |

---

 Respondent's Signature

---

 Date & Company Stamp

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 | General Bid Conditions      |
| 2 | Foskor Terms and Conditions |
| 3 | Supplier Integrity Pact     |
| 4 | Non-disclosure Agreement    |

**Note:** Should a Respondent be successful and awarded the bid, they will be required to complete a Supplier Declaration Form for registration as a vendor onto the Foskor vendor master database.

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Foskor's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from any term or condition may result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond on, before submitting the bid. **The Bidder agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.**

The bidder understands that his/her Bid will be disqualified if the Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & 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 us 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

\_\_\_\_\_  
Respondent's Signature\_\_\_\_\_  
Date & Company Stamp

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

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

ADDRESS:

---



---

Indicate nature of relationship with Foskor:

---



---

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

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

#### **BIDDER'S DISCLOSURE (SBD4)**

### **12 PURPOSE OF THE FORM**

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

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

### **13 Bidder's declaration**

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

---

<sup>1</sup> 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.

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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

**YES/NO**

- 13.2.1. If so, furnish particulars:

.....

.....

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

**YES/NO**

- 13.3.1. If so, furnish particulars:

.....

.....

## 14 DECLARATION

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

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

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

- 14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

#### **BREACH OF LAW**

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:

---

<sup>2</sup> 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.

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<br>_____<br>duly authorised hereto | AS WITNESS:                     |
| Name:                                                   | Name:                           |
| Position:                                               | Position:                       |
| Signature:                                              | Signature:                      |
| Date:                                                   | Registration No of Company/CC   |
| Place:                                                  | Registration Name of Company/CC |

\_\_\_\_\_  
Respondent's Signature\_\_\_\_\_  
Date & Company Stamp

## SECTION 8: RFP CLARIFICATION REQUEST FORM

RFP No: FOSCO-RFP-60-2024

RFP deadline for questions / RFP Clarifications: Before 16:00 pm on 13 May 2024

TO: Foskor (Pty) Ltd

ATTENTION: Ruth Springbok

EMAIL [Ruths@Foskor.co.za]

DATE: \_\_\_\_\_

FROM: \_\_\_\_\_

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

## REQUEST FOR RFP CLARIFICATION

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

Respondent's Signature

Date & Company Stamp

## SECTION 9: B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 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     |
|----------------------------------------------------------|------------|
| <b>PRICE</b>                                             | <b>90</b>  |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>               | <b>10</b>  |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |

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 EEnterprise 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 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- $P_s$  = Points scored for comparative price of bid under consideration
- $P_t$  = Comparative price of bid under consideration
- $P_{\min}$  = Comparative price of lowest acceptable bid

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

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

| B-BBEE Status Level of Contributor | Number of points (90/10 system) |
|------------------------------------|---------------------------------|
| 1                                  | 10                              |
| 2                                  | 9                               |
| 3                                  | 6                               |
| 4                                  | 5                               |
| 5                                  | 4                               |
| 6                                  | 3                               |
| 7                                  | 2                               |
| 8                                  | 1                               |
| 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Large</b>           | Certificate issued by SANAS accredited verification agency                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>QSE</b>             | Certificate issued by SANAS accredited verification agency<br>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)<br>[Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .] |
| <b>EME<sup>3</sup></b> | Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership<br>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership<br>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard                                                                                                                                      |

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the 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.

<sup>3</sup> 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.

- 4.6 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 10 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. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....

## 8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

## 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

## 8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional 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;
- 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: JOB-CREATION SCHEDULE****(Please ensure that you return this schedule with your bid submission)**

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

Note that this undertaking is not required if a NIPP obligation is applicable to a Respondent's bid as indicated in Section 11.

**Respondents are required to indicate below whether the NIPP obligation is applicable to their bid:**

|            |  |           |  |
|------------|--|-----------|--|
| <b>YES</b> |  | <b>NO</b> |  |
|------------|--|-----------|--|

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

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

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

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

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

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

(d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract

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

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Respondent's Signature

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Date & Company Stamp

**SECTION 11: SBD 5**

|                                                                    |
|--------------------------------------------------------------------|
| This document must be signed and submitted together with your bid. |
|--------------------------------------------------------------------|

**THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME****INTRODUCTION**

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

**1. PILLARS OF THE PROGRAMME**

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

## 2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

## 4. PROCESS TO SATISFY THE NIPP OBLIGATION

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

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

|                      |                      |
|----------------------|----------------------|
| Bid number .....     | Closing date: .....  |
| Name of bidder.....  |                      |
| Postal address ..... |                      |
| .....                |                      |
| Signature.....       | Name (in print)..... |
| Date.....            |                      |

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

**SECTION 12: 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:**

|            |  |           |  |
|------------|--|-----------|--|
| <b>YES</b> |  | <b>NO</b> |  |
|------------|--|-----------|--|

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