



REQUEST FOR PROPOSAL

FOSCO-RFP-97-24/25

Form No: Foskor PROC 017

Revision No: 01

Effective Date: August 2024

FOSKOR MINING

an Operating Division of FOSKOR (PTY) LTD

[hereinafter referred to as **Foskor**]

[Registration No. 1951/002918/07]

FOR THE SUPPLY/PROVISION OF CLEANING OFFICES AND HYGIENE FACILITIES NEAT, TIDY AND IN COMPLIANCE WITH FACILITIES REGULATIONS UNDER THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993 AT FOSKOR MINING DIVISION (PHALABORWA) FOR A PERIOD OF 3 YEARS

RFP NUMBER	:	FOSCO-RFP-97-24/25
ISSUE DATE	:	01 October 2024
CLOSING DATE	:	22 October 2024
CLOSING TIME	:	12:00 PM
BID VALIDITY PERIOD	:	Business Days from Closing Date [22 July 2025]

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

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

SCHEDULE OF BID DOCUMENTS

Section No	Page
SECTION 1: SBD 1 FORM	3
SECTION 2: NOTICE TO BIDDERS	6
SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS	11
SECTION 4: PRICING AND DELIVERY SCHEDULE	18
SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS	27
SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT & APPLICABLE DOCUMENTS	31
SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM	33
SECTION 8: RFP CLARIFICATION REQUEST FORM	38
SECTION 9: B-BBEE PREFERENCE POINTS CLAIM FORM	38
SECTION 11: JOB-CREATION SCHEDULE	45
SECTION 12: SBD 5	47
SECTION 13: PROTECTION OF PERSONAL INFORMATION (For normal contract)	50
SECTION 14: PROTECTION OF PERSONAL INFORMATION (For Operator Contract only, delete this section if not for Operator Contract)	52

RFP ANNEXURES:

ANNEXURE MASTER AGREEMENT /FOSKOR STANDARD TERMS AND CONDITIONS
 ANNEXURE FOSKOR'S GENERAL BID CONDITIONS
 ANNEXURE FOSKOR'S SUPPLIER INTEGRITY PACT
 ANNEXURE NON-DISCLOSURE AGREEMENT

SECTION 1: SBD 1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CLEANING OFFICES AND HYGIENE FACILITIES NEAT, TIDY AND IN COMPLIANCE WITH FACILITIES REGULATIONS UNDE THE OCCUPATIONAL HEALTHT AND SAFETY ACT 85 OF 1993 DIVISION FOSKOR SOC LTD

BID NUMBER:	FOSCO-RFP— 97/24/25	CLOSING DATE:	22/10/2024	CLOSING TIME:	12:00
-------------	------------------------	---------------	------------	---------------	-------

DESCRIPTION FOR THE PROVISION OF CLEANING OFFICES AND HYGIENNE FACILITIES NEAT, TIDY AND IN COMPLIANCE WITH FACILITIES REGULATIONS UNDER THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993 FOR- FOSKOR MINING DIVISION (PHALABORWA) FOR A PERIOD OF 3 YEARS.

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

RESPONDENTS ARE TO SUBMT THEIR BID RESPONSES IN THE TENDER BOX AT THE RECEPTION OF THE FOLLOWING PHYSICAL ADDRESS:

Physical Address: Foskop Phalaborwa Head Office
 Foskop Phalaborwa Mine
 27 Selati Road
 Phalaborwa

Please include a USB Flash Drive (soft copy) with your submission



REQUEST FOR PROPOSAL

FOSCO-RFP-97-24/25

Form No: Foskor PROC 017

Revision No: 01

Effective Date: August 2024

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Daleen Kruger	CONTACT PERSON	Daleen Kruger
TELEPHONE NUMBER	011 347 0600	TELEPHONE NUMBER	011 347 0600
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Daleenk@foskor.co.za	E-MAIL ADDRESS	Daleenk@foskor.co.za
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELL PHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B

TERMS AND CONDITIONS FOR BIDDING

- BID SUBMISSION:**
 - BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
 - ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
 - THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.



REQUEST FOR PROPOSAL
FOSCO-RFP-97-24/25

Form No: Foskop PROC 017
Revision No: 01
Effective Date: August 2024

1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

SECTION 2 : NOTICE TO BIDDERS

1. INVITATION TO BID

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

DESCRIPTION	FOR THE PROVISION OF CLEANING OFFICES AND HYGIENNE FACILITIES NEAT, TIDY AND IN COMPLIANCE WITH FACILITIES REGULATIONS UNDER THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993 FOR- FOSKOR MINING DIVISION (PHALABORWA) FOR A PERIOD OF 3 YEARS.
TENDER ADVERT	Foskop tenders are advertised on the National Treasury e-tender Portal, CIDB i-tender Portal and the Foskop website.
COMMUNICATION	Foskop will publish the outcome of this RFP on the National Treasury e-tender portal, CIDB i-tender portal and the Foskop website within 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This request must be directed to the contact person stated in the SBD 1 form. Any addenda to the RFP or clarifications will be published on the National Treasury e-tender portal, CIDB i-tender portal (where applicable) and the Foskop website. Bidders are required to check the National Treasury e-tender portal, CIDB i-tender portal (where applicable) and the Foskop website prior to finalising their bid submissions for any changes or clarifications to the RFP. Foskop will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.
BRIEFING SESSION	No-Briefing Session
CLOSING DATE	22 October 2024 pm Bidders must ensure that bids are submitted timeously. If a bid is late, it will not be accepted for consideration.
VALIDITY PERIOD	180 Business Days from Closing Date Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded. Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from the tender process. With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12

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

2. FORMAL BRIEFING

NO- Formal Briefing will be held for the FOSCO-RFP-97-24/25 Provision of Cleaning Offices and Hygiene Facilities neat, tidy and in compliance with facilities regulations under the Occupational Health and Safety Act 85 of 1993.

3. RFP INSTRUCTIONS

- 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.
- **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offered. Any exceptions to this statement must be clearly and specifically indicated.
- Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 12 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

4. JOINT VENTURES OR CONSORTIUMS

- Respondents who wish to respond to this RFP as a Joint Venture **[JV]** or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Foskop 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 Foskop.
- Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE scorecard (a consolidated B-BBEE Status Level verification certificate) Preference points will be awarded to a bidder for attaining the requirements in accordance with the table indicated in Table 4.1 of the B-BBEE Preference Points Claim Forms.

5. COMMUNICATION

- For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to **Daleen Kruger**, email Daleenk@foskor.co.za before 12:00 pm on 16th October 2024, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Foskop's response to such a query will be published on the National Treasury e-tender portal, CIDB i-tender portal (where applicable) and the Foskop website.
- After the closing date of the RFP, a Respondent may only communicate with the AC Secretariat **Ntwanano Mabulani** at telephone number 015 789-2151, email Ntwananom@foskor.co.za on any matter relating to its RFP Proposal.
- Respondents are to note that changes to its submission will not be considered after the closing date.
- It is prohibited for Respondents to attempt, either directly or indirectly, to canvas any officer or employee of Foskop in respect of this RFP between the closing date and the date of the award of the business.
- Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- Foskop will publish the outcome of this RFP in the National Treasury e-tender portal, CIDB i-tender portal (where applicable) and the Foskop website within 10 days after the award has been finalised. Respondents are required to check the Foskop website for the results of the tender process. All unsuccessful bidders have a right to request Foskop 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 Foskop.

7. COMPLIANCE

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

8. EMPLOYMENT EQUITY ACT

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

9. DISCLAIMERS

Respondents are hereby advised that Foskop 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 Foskop reserves the right to:

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

(where applicable) and the Foskor website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.

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

10. LEGAL REVIEW

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

11. SECURITY CLEARANCE

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

12. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

13. TAX COMPLIANCE

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

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

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

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



REQUEST FOR PROPOSAL

FOSCO-RFP-97-24/25

Form No: Foskop PROC 017

Revision No: 01

Effective Date: August 2024



SECTION 3: BACKGROUND, SCOPE OF REQUIREMENTS

1. BACKGROUND

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

The Company owns and mines phosphate resources and beneficiates the mined material to produce a phosphate concentrate at Phalaborwa, in the Limpopo Province of South Africa.

The phosphate concentrate is sold locally and transported to the Richards Bay plant on the coast of Kwa-Zulu Natal to produce phosphoric acid, sulphuric acid and granular fertilisers MAP and DAP from phosphoric acid and is the leading supplier of fertilisers to South Africa. In all about 95% of the phosphoric acid is exported and the granular sales are divided between exports and local markets. Since 1951 Foskor has supplied more than 95% of South Africa's fertiliser requirements.

1.1 DEFINITIONS AND ABBREVIATIONS

BOQ	–	Bill of Quantities	MHSA	–	Mine Health and Safety Act
BRA	–	Baseline Risk Assessment	NDT	–	Non-destructive Test
COC	–	Certificate of Compliance	OH&S	–	Occupational Health and Safety
COP	–	Code of Practice	OHC	–	Over-Head Crane
CTD	–	Critical task Descriptions	PEE	–	Portable Electrical Equipment
DAP	–	Diammonium Phosphate	PPE	–	Personal Protective Equipment
DB	–	Distribution Boards	QA	–	Quality Assurance
DWA	–	Department of water affairs	QC	–	Quality Control
DWG	–	Drawing	QCP	–	Quality control Plan
ECO	–	Engineering Change Order	QMS	–	Quality Management System
HDG	–	Hot-Dip galvanizing	RFI	–	Request for Inspection
HIRA	–	Hazard Identification and Risk Assessment	ROPS	–	Rollover Protection System
IFC	–	Issued for Construction	SANS	–	South African National Standards
ISO	–	International Organization of Standardization	SHE	–	Safety, Health, Environment
LDV	–	Light Delivery Vehicle	SHERQ	–	Safety Health Environment Risk & Quality
MAP	–	Monoammonium phosphate	TMMS	–	Trackless Mobile Machines
MCOP	–	Mandator Code of Practice	WBS	–	Work-breakdown structure

2. SCOPE OF WORK OVERVIEW

In general, the work covered by the Contract is for Office Cleaning service with a suitably qualified, experienced and established supplier with the capacity to deliver a service daily to on-site personnel, including the provision of all cleaning equipment and maintaining of equipment for the intended use. The contractor shall ensure that defective equipment will either be replaced or repaired within 24 hours from the time that such equipment is reported by the contractor's staff.

Should any of the buildings and facilities serviced by this contract be vacated or should the service for any other reason become wholly unnecessary the Service Provider agrees to claim no payment in respect of such buildings and facilities and the contract shall be considered cancelled in respect of such buildings and facilities. Foskor Mine undertakes to give the Service Provider thirty (30) days written notice of its intention to cancel the service provided at affected facilities.

All offices, control room, laboratories, and boardrooms to be vacuumed and swept daily, furniture to be dusted and polished daily, cutlery washed twice daily and dustbins to be emptied three times daily (Before and After Lunch periods).

The office cleaning service will include ad hoc cleaning of the Foskop Mine Museum located in the Ba-Phalaborwa Municipality area. It must be further noted that Mining Division Offices has several office Blocks or complexes of which the Main Office block consist of 2 floors, security rooms, Auditorium, PR Conference Rooms.

2.1 Schedule of Prices and escalation:

No escalation will be applicable to this contract and Tenderers must therefore make necessary allowances in their rates if desired. Tenderers will provide a fixed price for the period of thirty-six (36) months.

2.2 Areas to be cleaned:

This scope covers all the work required for the supply of cleaning services to Foskop Mine premises to be carried out Monday to Friday from 06h30 till 13h30. Only At Moshate House only two (2) cleaners will be required to remain behind until 16:00 daily (Monday to Thursday) to ensure cleaning after Management Meetings in all Meeting Venues in the Complex. The operational areas (shifts) should also be cleaned accordingly from Monday to Sunday including holidays. This will assist to ensure proper attention to Pest Control in all areas. The weekend times should also remain as 06h30 to 12h30.

2.3 General Areas covered under the contract:

ITEM NO.	COMPLEX / DEPARTMENTS	SECTIONS Covered	REQUIRED CLEANERS
1	Moshate House	▪ Block A, Block B, Block C, Block D ▪ Museum ▪ Security Offices ▪ Inclusive of all Meeting Rooms (PR and Auditorium)	6
2	North Pit _ Mining Complex	▪ Mining Offices ▪ Training Offices ▪ Meeting / MBAs ▪ Kitchens ▪ Workshops (All) ▪ North Crusher ▪ East Crusher ▪ All Change Houses	7

3	South Pit _ Mining Complex	▪ Mining Offices ▪ Employee Meeting rooms ▪ Crushing Building ▪ Conveyor 2 Operator Rooms ▪ Refuel Bay	3
4	Crusher Operations Complex	▪ Crusher Management ▪ Crusher Building offices ▪ Operator Rooms (All over the Plant) ▪ Store Areas ▪ Conveyor Areas	3
5	Production Complex	▪ Management Offices ▪ NUM Office ▪ Milling Offices ▪ Filtration areas ▪ Flotations areas ▪ DSF Offices ▪ Emergency Services ▪ All workshop areas	8
6	Tailings Complex	▪ 300ft offices ▪ 300Ft Operator rooms ▪ 300Ft Workshop ▪ TTPS ▪ Tailings Pipe Yard ▪ Southern Drain areas ▪ Supervisor Container (Tailings Pipe Yard) ▪ Sewage Plant	3
7	Extension 8 Complex	▪ Production Offices / Kitchen /Ablutions ▪ Plant Workshops (Electrical, Mechanical, Instrumentation etc) ▪ Training Centre Facilities	3

		All MBAs	
8	Drying and Dispatch Complex	- Dispatch Areas - Ablution / Change house areas - Drying areas - Magnetite areas - Mechanical and Electrical Workshops	4
9	TSS Complex	- TSS Building - Environment and Quality Building (Engineering included) - Procurement Stores	3
10	TSS Workshops Complex	- Fitter Workshop - Boiler Workshop - Civil Workshop - LVM Workshop - Instrumentation Workshop - Electrical Main Power Workshop	6
11	Metallurgical Laboratory Complex	- SHEQ Offices - Main Power Workshop - Met Laboratory - Training Centre (All areas in the vicinity)	4
12	HR Complex	- Chemical Laboratory - Projects - HR Offices	4
			54

2.4 General Areas covered under the contract: Commercial & Industrial Cleaning:

- Offices and associated infrastructure, including ablutions and kitchens.
- Clinic and associated infrastructure.
- Building windows Cleaning.

- Carpet & Upholstery Cleaning.
- Cleaning of Change Houses and associated infrastructure. Change house facilities shall be deep cleaned once per month or less or more as the Risk Assessment/situation requires.
- Cleaning Service: Washing of dishes in kitchens Mine Wide.
- Adhoc cleaning on as and when required basis and with an order (does not form part of the contract, but prices are offered at the same rates as the main contract.

2.5 Facility Conditions:

The condition of each facility must however be kept to Foskop Mine's Safety, Health and Hygiene Standards. In addition, the specific cleaning requirements stipulated below for the various Department and Section will apply.

- Any accumulation of dust and mud outside the Mine Change Houses will be hosed down when required. (The use of fire hoses not allowed feeding from fire system).
- Cleaning of offices is at least once per week, or regularly as and when required.
- Change houses, toilets, ablution, and kitchen to be cleaned twice per day or as per the Covid-19 compliance requirements dictates.
- Foskop Mine Change House to be cleaned once per shift during the working hours.

2.6 Special Conditions:

- The supplier will be responsible for all necessary precautions required to protect his employees from normal expected exposure such as dusts, grease, solvents, and oils encountered in a mining environment.
- Foskop Mine will provide storage space for cleaning equipment as well as site offices
- The storerooms and offices are to be maintained to ISO 9001, 14001 and 45001 Standards.
- Random inspections will be conducted by Foskop Mine employees to ensure standards are maintained.
- Supplier personnel will be required to wear acceptable, identifiable clothing in a clean and hygienic conditions, of a type, colour and marking to be agreed on.
- As senior personnel use certain offices, the supplier will be expected to abide by the normal standards of confidentiality. In some areas, supervision will be necessary whilst cleaning is being undertaken.

- The Foskop Mine Occupational Hygiene Section will subject all offices and facilities to random inspection. The supplier will be expected to rectify any below standard work within a period of 24 hours at its own cost.
- The contractor will nominate a Contract Management team who will be responsible for handling complaints. All complaints regarding below standard work will be handled and rectified within 24 hours.
- Under no circumstances will female cleaners be allowed in the men's change house and no male cleaners will be allowed in the female change houses.
- Transport for supplier employees will be the responsibility of and at the contractor's cost.
- Special permission must be obtained for work that needs to be executed on weekends.
- The supplier shall submit a list of all the work, which he plans to perform by a sub-contractor and indicate the sub-contractor to be engaged for the work. Said sub-contractor shall reach and apply to all FOSKOR MINE standards.
- The supplier must submit an "Original Chart" complete with the manpower resources to perform the work in the time required.
- The supplier shall establish an office within the Greater Phalaborwa area at which human resources management issues will be handled, including industrial action.
- The supplier's employees shall not be allowed to picket or carry out any industrial action on Foskop Mine premises or anywhere near the property.
- The supplier shall be held responsible for any loss of overalls and shall reimburse Foskop Mine within 24 hours of discovering the loss upon determination of actual loss being caused by the supplier's employees.
- The supplier shall be responsible for expenses incurred on induction, medical, and any other training required by its employees.
- **Training and awareness in terms of waste separation system: The responsibility for the separation of waste i.e., paper from domestic waste and tins for recycling lies with all employees of the successful supplier. The Successful supplier should ensure that all the employees undergo environmental awareness training (1 hour) to ensure that waste management/separation takes place in accordance with the Mine Standards.**
- Special skills training on cleaners working on the LSE & MEM workshops will be required:
 - a) MEM Workshop (Truck & Dozer Shop), the cleaner will undergo: Site Specific Induction, HIRA training. Forklift license training.
 - b) LSE Workshop (Garage), the cleaner will undergo: Site Induction, HIRA training licence training.
- The successful bidder shall be required by law to pay employees not less than the minimum gazetted wages for domestic cleaners. Domestic cleaning employees will be allowed overtime and normal time above the Sectorial Guidelines without the required Department of Labour written approval. Daily time sheets must be kept and signed as per Foskop Mine standard and submitted with monthly invoices.
- Foskop Mine reserves the right to randomly audit the supplier payroll.
- The supplier shall ensure that there is control on employees in as far as attendance, presence and actual performing of the job on the property concerned. Employees attendance registers or any other form of control mechanism shall be randomly inspected by Foskop Mine.

- In case of an industrial action taking place, the supplier shall bear all cost associated with bringing cleaning sanity to Foskop Mine, while resolving the industrial action matters.

2.7 Cleaning materials and equipment:

Foskop Mine supply:

The following consumables are normally being held in stock, will be supplied by Foskop Mine:

- Paper products (toilet paper, paper towels, and kitchen towels)
- Black refuse bags
- Liquid hand washing soap
- Reinol hand cleaner
- Flight hand cleaner

The Area Supervisor or Manager shall issue these products to all areas as and when needed, ensuring that reasonable stock levels are maintained so that they don't run out of stock. The service provider will supply Foskop Mine with a monthly reconciliation of the consumption of all consumables in the various areas.

- The supplier will be responsible for all necessary precautions required to protect his employees from normal expected exposure such as dusts, grease, solvents, and oils encountered in a mining environment.

The following consumables are normally being held in stock, will be supplied by Foskop Mine:

- Paper products (toilet paper, paper towels, and kitchen towels)
- Black refuse bags
- Liquid hand washing soap
- Reinol hand cleaner
- Flight hand cleaner

The Area Supervisor or Manager shall issue these products to all areas as and when needed, ensuring that reasonable stock levels are maintained so that they don't run out of stock. The service provider will supply Foskop Mine with a monthly reconciliation of the consumption of all consumables in the various areas.

Vendor/Service Provider supply:

The supplier will supply the following cleaning materials:

- Brooms
- Feather dusters
- Window & Floor squeegees
- Toilet brushes
- Scrapers
- Dustpan & Brush

- Pine Gel and Handy Andy
 - Furnisher Polish
 - Polymer Polish (After strip and seal)
 - Floor cleaner/wash
-
- Scrubbing machine with brushes for floor polishing
 - Toilet bowl cleaner
 - Mops
 - Mop Squeezer
 - Cleaning buckets
 - Hoovers
 - Dust pans
 - Furnisher Polish
 - Feather dusters
 - Rubbish bin liners
 - Step ladders for cleaning of windows
 - Scrubbing machine with brushers for floor polishing
 - Toilet bowl cleaner

NB! The service provider is requested to make cleaning equipment available to each cleaner.

The specified or prescribed products to be used will need approval by Foskop Mine SHEQ department prior to it being brought on site and used.

The supplier shall be required to have sufficient equipment to carry out cleaning services efficiently and effectively, over and above the following:

- Vacuum Cleaners
- Buffing Machines
- Carpet Cleaning Machine
- Buckets & Riggers. Etc

2.8 Service Delivery:

The contractor shall be responsible for the following:

- Provide supervision and labour to carry out the necessary cleaning task.
- Transport of the cleaning team to and from wherever they need to be as well as the transporting of the required equipment.
- Personnel to carry out the necessary cleaning tasks.

- **Foskop will not supply any vehicles.**
- Supervisor to monitor the activities and quality of work and to establish communication with the relevant office staff. The supervisor will be appointed as a 2.9.2. responsible person in accordance with the Mine Health and Safety Act and Regulations (Act 29 of 1996).
- Provide and maintain all equipment that is needed to fulfil the function e.g. mops, brooms etc. Refer to point 1.4.2 above.
- Provide all cleaning agents (point 1.4.2) necessary to ensure that the offices and toilets are clean.

NB. A list of all the cleaning agents the Tenderer intends to use must be submitted with this tender.

- All the safety equipment and personal protective clothing shall be in accordance with Foskop specification.
- The verification of the Scope of Work in this document to ensure a full understanding of what is required to successfully complete these tasks.
- **Areas should be cleaned in accordance with the normal working hours of Foskop i.e. 06h30 to 13h30 Mondays to Thursdays and on Fridays, Saturdays and Sundays from 06h30 to 12h30. Lunch is 30 minutes only.**
- Attendance of the monthly contractor meetings shall be mandatory.
- Continuously make all equipment readily available for use: under NO circumstances should the lack of any equipment be the cause of any disruption of this service.
- Apply recommended SABS chemicals on and in all areas.
- Ensure that all the mandatory training of their employees has been done.

3. ADDITIONAL NOTES

- A copy of our safety requirements is available on request.
- All chemicals supplied should be accompanied by material safety data sheets. These MSDS should be over to Foskop's responsible person on the first day of operation.
- All employees of the successful contractor shall undergo medical examination at the clinic.
- A valid works permit must be issued prior to commencement of the contract.
- All employees must be induced by Foskop Safety Officer. Induction is 07h00-08h00, Monday to Friday in the training department (Foskop premises). No appointment is required.
- Take note that the medical exam and induction will cost approximately R500,00 per person.

4. CONTRACT PERIOD

- The contract period will be for an initial period of three (3) years. Contracts must submit a detailed work methodology as part of the Tenderer(s) NB// Foskop may request the Tenderer to put forward a presentation to its representative(s) in support of this tender. The Tenderer(s) will be informed to this effect.

- The work methodology shall contain sufficient details to assure Foskop shall support the contractor has a detailed understanding of this work and has enough staff and resources to support the contract. The methodology will be verified and approved by Foskop before commencement of all site work.
- Failure to submit a detailed work methodology at the time of tender will result in the disqualification of the tender FOSCO-RFP-97-24/25.

5. SHEQ

- The Contractor shall comply with all Foskop Regulations and Safety Standards, Cop's and SOP's
- The Contractor shall fully comply with the Mine Health and Safety Act (Act 29 of 1996) and, the Occupational Health and Safety (Act 85 of 1993).
- The Contractor on entering site must always wear Foskop's minimum required PPE namely safety glasses, overalls (clearly marked with company logo).and safety boots. Should a Contractor be found on site without the above-mentioned safety clothing, they will be removed from site and will not be allowed to return.
- The Contractor shall provide appropriate safety procedures and written instructions to be the labour force to minimise the risk of injury.
- The Contractor shall ensure that all his personnel have undergone a Safety Induction by Foskop before they enter site.

6. COMPANY PROFILE

Tenderers are to submit an extensive portfolio indicating their experience and expertise with reference to similar contracts, more especially in the same industry. The Contractor shall include in their tender, references of their previous service performance.

7. INSURANCES

The Contractor shall provide evidence of all required insurance including COID (Workman's Compensation letter of good standing) cover prior to commencement of site work. This must be valid throughout the contract period. It is also a Restriction condition at security. When expired, employees cannot access the Mine.

8. PRICING SCHEDULE

The contractor must submit all pricing and fill in the pricing schedule in detail.

- Pricing must also be done on the forms for each department, completed with the breakdown of the price and returned with your tender document. Failure to complete these forms will lead to disqualification.
- Failure to submit or to conform to this requirement at all times of tender may be cause for disqualification of the tender.

- The contractor must clearly indicate on tender all additions and exclusions in this document.

9. TENDER ACCEPTANCE

Foskop is not obligated to accept the lowest or any tenderer in the tender process but, competency will be the key determiner of the prospective contractor.

10. ONSITE-SUPERVISION & MANAGEMENT REQUIREMENT

- A Foskop work permit before commencement of site work.
- A full time 2.9.2. Supervisor will be on this site for the entire duration of the site work and must report to the Line Management of each site being visited. Proof of Time and Attendance onsite can be used to verify attendance.
- A 2.6.1 Subordinate Manager for overall site management is not expected to be onsite daily and, their hours are capped at eight (8) hours a week except on emergency situations where they will be required to attend to issues of concern.
- Appointed SHE REP for the entire duration of site work and, this employee must conduct inspections in all company worksites.

10. Key Personnel:

10.1 Management:

The Contractor shall submit (as a part of the tender) an organogram identifying key persons for the following functions:

Site Manager

- Relevant years of experience in offices cleaning field.
- Passed the Foskop Legal Liability (Reg.2.6.1 Examinations).
- Have completed and passed the LACA for relevant scope of work.

Site Supervisor

- Relevant years of experience in offices cleaning field.
- Passed the Foskop Legal Liability (Reg.2.6.2 Examinations).
- Have completed and passed the LACA for relevant scope of work.

These persons shall not be substituted without prior client (Foskop) consultation and approval.

- A list of the names of all employees must be submitted with your tender response.
- Failure to submit this information at the time of tender could lead to disqualification of the tender.

10.2 Cleaners

- Must be able to communicate in English or understand English.

- Staff to pay attention to personnel hygiene and always take pride in their appearance.
- The Supplier to ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.
- The Supplier and staff to conduct business in a courteous and professional manner.
- All staff should be trained to use all type of equipment and know all cleaning procedures if staff is absent or has taken on more tasks.

10.3 Required Personal Protective Equipment

Contractor employees are expected to always be wearing approved uniform with the company details. The following is the minimum requirements for most mine areas but, at certain areas, different additional PPE might be required.

- a) Staff uniform/Overalls. This should display the contractors name on the back or front.
- b) Safety shoes/boots and Socks.
- c) Hard hats, Safety glasses and Ear protection.
- d) Soft latex hand gloves for cleaning.
- e) Dust masks (where required).

NB// Each cleaner should have his/her own PPE. No PPE should be shared amongst the cleaners and should always be worn onsite for work.

- PPE should be issued free of charge to your employees and this cost must be factored into the tender price with clear issues being suggested for each employee.
- PPE must comply with Foskop standards; the onus is on the Tenderer to ensure that the correct PPE. You may contact Foskop's PPE contractor to establish what PPE is used for Foskop.

11. TENDER DELIVERABLES

The deliverables will include:

- Complete Foskop pricing schedule (BOQ).
- Preliminary method statement to execute the site work.
- Company training Matrix indicated minimum training requirements compliance. Or the tenderer should provide an undertaking to comply with Foskop Safety requirements during the tendering stage and fulfil the requirements if awarded the work. Any deviation may lead to the cancellation of the order/contract. Time frames need to be attached.
- Certificate of Passing Foskop 2.6.1 and 2.9.2. Legal Exam for the people that are intended to be used in this task/project.
- All Commercial documents requested by Procurement including, Tax Clearance, BBBEE Certificate.
- Letter of Good standing (Workman compensation).

- Not submitting the required documentation or not completing the documentation (Pricing Schedule) correctly will lead to a disregard of the tender.

12. SAFETY

Service provider to refer to the full and updated Foskop COP's available:

- The service provider and sub-service providers need to always comply with the Mine Health and Safety Act. All Foskop COP's Policies and procedures need to be adhered to.
- A service provider 2.9.2 to be permanently on-site.
- Medical, induction, Foskop ID Card, etc is approximately R800 per person. Exit medicals need to be done at the termination of the contract.
- The Successful tenderer will be required to compile a Foskop Work permit and at least 2 weeks should be allocated for this. The service provider must provide the following appointed persons in terms of the MHSA: 2.6.1; 2.9.2 and Section 29(1)-SHE REP for the duration of the contract.
- All vehicles and cranes and other TMM's to be inspected before entering Foskop Premises.
- All person competencies to be verified before being allowed to work on Foskop premises for a specified task.
- Site access will need to be controlled, and all persons must receive site-specific induction before entering the site.
- Conduct inspections as per Foskop Safety System. Analyse data and trends and recommend presentative measure where required.
- Ensure all authorizations are in place as per Foskop Safety System, Agreement with Foskop training to be done by the service provider to ensure that authorization and training are conducted. Arrange timeously.
- Ensure all workers competencies are available and have been validated.
- Ensure proper security, signboards, fencing and barricading is in place on-site where applicable.
- The service provider shall in general comply with the FOSKOR General Engineering Specifications, COP's, latest revisions and all relevant regulations.
- The service provider must complete a Baseline Risk Assessment (cop 01) before a work permit can be issued for the installation.
- All service providers not in possession of a valid Foskop ID card have to complete the Foskop induction course and have to undergo a medical examination at the Foskop clinic for the service provider account.
- The service provider shall be responsible for coordinating and integrating his schedule and responsibilities with other FOSKOR appointed contract manager on-site for this Scope of Work.
- All personnel operating mobile equipment including LDV's must have a Foskop driver's permit.

- An open Pit Licence is required for driving in the mining areas.
- All the required PPE and Safety Equipment are for the service provider account.
- All service providers must ensure that:
 - a) His workers are issued with the correct personal protective equipment free of charge.
 - b) That the workers wear the PPE per the project area's requirements or as given by the service provider Supervisor.
 - c) Training is provided in the correct use of PPE to workers.
 - d) Daily inspections are done on PPE.
 - e) The register will be completed at least monthly on findings on PPE. (All PPE must be kept in good condition).
- All providers or services need to be informed of the following: minimum training applies to all service providers. (irrespective of the tasks or scope of work) that will enter the Foskor Phalaborwa site effects from 1 April 2014. This training is not presented by Foskor Training section and services providers must ensure that the training is sourced through accredited external training companies.
 - a) Basic health and safety principles
 - b) HIRA
 - c) First Aid Training
- All other training requirements must be aligned with the baseline risk assessment. Risks identified in the baseline risk assessment will guide the requirements for training. A summary of the training must be completed as well as status on requirements authorization as per Foskor COP's.
- Training certificates will be accepted if complying with the following:
 - a) Unit Standard Title
 - b) Learner Full name
 - c) Learner ID Number
 - d) Competency achieved
 - e) Date of Assessment
 - f) Assessors signature
 - g) Training provider logo
 - h) Training provider registration number and accreditation number
 - i) Seta logo

13. LEGISLATIVE REQUIREMENTS-SUMMURAY

13.1 Minimum Legislative requirements:

The successful or appointed service provider shall comply with:

- The Mines Health and Safety Act with Regulations (Latest revision).
- The National Road Traffic Act with Regulations (Latest revision).
- All applicable national and international legislative requirements and regulations.
- Foskop (Pty) Ltd. COP (Code of Practice) No.25 for Service Provider Control (Available on request).
- Foskop (Pty) Ltd. COP (Code of Practice) No.59 for Trackless Mobile Machinery (Available on request).
- All Foskop (Pty) Ltd. Safety, health, quality and environmental procedures applicable to the successful application of the contract. (Available on request).
- All Foskop procedures and policies apply to the successful application of the contract (Available on request).

13.2 Before entering and operating a service vehicle (Own vehicle) of the Foskop site, the appointed service provider shall:

- Ensure that his driver/s have a valid national driver's licence for the specific class of vehicle, has been tested by the Foskop mobile equipment training and authorised by a Foskop MHSA (Mines Health and Safety Act) regulation 2.13.1 appointee for the class of vehicle to the based-on site. (Contact the Foskop mobile equipment training centra on 015 789 2840 to make an appointment for competence testing and authorisation).
- The appointed service provider shall, before entering and operating a vehicle or trailer on the Foskop premises: a) Obtain permission from the Foskop Safety Security manager to operate his nominated service vehicle/s or trailers on the Foskop site (Forms will be provided).
- Obtain a certificate of fitness from the Foskop Light Vehicle maintenance workshop supervisor or appointed a Foskop inspector for this nominated service vehicle/s.
- Inspections conducted daily between 08:00 and between 13:30 and 14:00 (Excl. Fridays) at the Light Vehicle Maintenance workshop.
- Submit the above permission and COF at the main security office from the issue of a vehicle access disk
- Ensure that his service vehicles/trailers have been inspected (Daily) by the Foskop standard (COP 59) to ensure that they are safe and fit for use. (Forms will be provided).
- See Foskop COP 59, Trackless Mobile Machinery for details.

13.3 Before entering and operating a service vehicle (Own vehicle) of the Foskop site, the appointed service provider shall:

- Ensure that his driver/s have a valid national driver's licence for the specific class of vehicle, has been tested by the Foskop mobile equipment training and authorised by a Foskop MHSA (Mines Health and Safety Act) regulation 2.13.1 appointee for the class of vehicle to the based-on site. (Contact the Foskop mobile equipment training centra on 015 789 2840 to make an appointment for competence testing and authorisation.
- The appointed service provider shall, before entering and operating a vehicle or trailer on the Foskop premises: a) Obtain permission from the Foskop Safety Security manager to operate his nominated service vehicle/s or trailers on the Foskop site (Forms will be provided).
- Obtain a certificate of fitness from the Foskop Light Vehicle maintenance workshop supervisor or appointed a Foskop inspector for this nominated service vehicle/s.
- Inspections conducted daily between 08:00 and between 13:30 and 14:00 (Excl. Fridays) at the Light Vehicle Maintenance workshop.
- Submit the above permission and COF at the main security office from the issue of a vehicle access disk
- Ensure that his service vehicles/trailers have been inspected (Daily) by the Foskop standard (COP 59) to ensure that they are safe and fit for use. (Forms will be provided).
- See Foskop COP 59, Trackless Mobile Machinery for details.

13.4 Before entering and working on the Foskop site the appointed service provider shall ensure that is workmen are:

- Briefed on the requirements task and have informed of any abnormal conditions/situations.
- Physically, emotionally and mentally fit to perform their duty.
- Issued with the necessary PPE (Personal Protective Equipment) to safely operate his service vehicles and perform the duty of maintaining, servicing, inspecting, and testing earth-moving- and mobile equipment. Before commencement of work:
 - f) All tools equipment shall have been inspected and rested to be in good and safe working order.
 - g) All workmen have participating in the completion of a standard Foskop site risk assessment (Commonly known as a HIRA or Hazard Identification and Risk Assessment) and taken appropriate actions to be mitigate any identification hazard.

13.3 Before entering and working on the Foskop site the appointed service provider shall:

Ensure that his portable electrical equipment has been tested and declared safe to use by Foskop electrical service workshop.

14. PERMIT TO WORK

Before any on-site work under this contract may commence, the appointed successful service provider shall obtain from Foskop a PERMIT TO WORK. The following guidelines are provided to the appointed provider in obtaining a PERMIT TO WORK. (See Foskop COP 28 Permit to work and COP 25 Control of Externally Provided Processes and Services (Service provider Control) for details:

- The PERMIT TO WORK can be obtained from- and completion returned to the Legal Administrator, Foskop Safety department.
- Obtain a contact number from the Foskop procurement department or projects department.
- Appoint a subordinate manager under Regulation 2.6.1 and an on-site supervisor under Regulation 2.9.2. of the Mines Health and Safety Act.
- a) The appointed subordinate manager and – supervisor shall be required to write and pass the Foskop 2.6.1 and 2.9.2. legal examination within 30 days after being awarded this contract.
 - b) Attend an hour-long legal exam briefing any Thursday between 08:00 and 09:00 at the Security training hall.
 - c) Write legal examination any Friday between 07:30 and 10:30 at the Security training hall (Please Book).
- Appoint an on-site SHE-Rep under section 29(1) of the MHSA to assist Regulation 2.6.1. and 2.9.2. in the daily onsite management of health, safety and environmental issues.
- a) The designated SHE Rep must have the ability to read, write and express him/herself.
 - b) The appointed SHE Rep shall be required to attend a five-day SHE Rep training course within 30 days after being awarded this contract (Training free of charge). Make booking on 015 789 2531.
 - c) A pre-requisite for attending the SHE Rep training course is successfully completion of Basic Health and Safety Principles-and HIRA training.
 - d) See Foskop's COP 5 Health and Safety Representative for details.
- Provide a name list, including ID numbers, residential and postal addresses and telephone numbers of all the appointed service providers on-site employees.
 - h) All the appointed service providers on-site employees shall undergo a full entry or exit medical examination.
 - i) Woman who are pregnant or suspect that they be pregnant must notify the examining medical practitioner.
- The appointed service provider designated on-site drivers shall receive competence testing and authorisation to operate vehicles on the Foskop site. All the appointed service provider's s employees shall receive/have received training in:
 - a) **First aid level 1 (Provide own training).**
 - b) **Working on heights (Provide own training).**
 - c) **Basic Health and Safety Principles (Provide own training).**
 - d) **HIRA (Provide own training).**
 - e) **Basic firefighting (Provide own- or receive Foskop training, contact 015 789 2531 to book).**
 - f) **Lockout (Provide own- or receive Foskop must be verified by the Foskop training superintendent Mr. Johan Fouche. Please contract him on 015 789 2525 to make an appointment or email proof of training and certificates to johanfo@foskor.co.za to confirm compliance before requesting his approval on the PERMIT TO WORK.**

- All the appointed service providers on-site employees shall receive the basic Foskop site induction training at the Foskop Security offices.
- All the appointed provider's on-site employees shall receive site-specific induction training provided by Foskop area Regulation 2.6.1 appointee/s.
- A BRA (Baseline Risk Assessment) shall be completed for ALL "typical" task that will be completed under this contract. The BRA to be approved by the Foskop MHSA 2.13.1 appointee and signed by all the service providers employees. Make use of Foskop's BRA document, Annexure 1.2, contained COP 1, Risk and Opportunities Management (Available on request).
- Attached a detailed SCOPE OF WORK describing the required tasks and -outcome of this contract.
- All Foskop's appointed MHSA Regulations 2.9.2,2.6.1,2.13.1 and 3.1 a manager must undersign/approve the PERMIT TO WORK.
- Registration and proof of payment under the Compensation for Occupational Injuries and Diseases Act, no 130 of 1993. The registration number must be provided.
- SARS issued a tax clearance certificate. All relevant documentation and/or evidence of compliance must be attached to the PERMIT TO WORK.
- Upon successful completion and approval of the PERMIT TO WORK the security department will issue the appointed service provider's employees with access ID cards.
- Any other document, certificates or records as requested by a Foskop official deemed necessary to ensure that all safety, legislative and administrative requirements have been met must be attached to the PERMIT TO WORK.
- The appointed service provider must allow at least three to ten working days to complete all the PERMIT TO WORK requirements.

15. SAFETY FILE

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

Before any work may commence, the appointed service provider must IN CONJUNCTION WITH THE FOSKOR SAFETY DEPARTMENT, compile a SAFETY FILE specially for THS contract. (Contract the area responsible safety representative, like the Chief Safety Officer or attend the monthly service providers meeting every 2nd Monday of the month (3rd Monday if 1st or 2nd Monday a public holiday) at 13:30 in the Foskop Plant Training Hall). The SAFETY FILE must always be available for inspection by a Foskop official.

15.1 FOSKOR SAFETY FILE INDEX-TYPICAL:

The SHREQ File contents and other requirements is obtainable from the SHEQ Department, and on request, it can be provided.

Notes: If a COP is not applicable to your section, please complete and attached the "Not Applicable" from in the space of the COP.

- Always keep your life neat and clean.

- A Foskop representative may add or remove any other Foskop safety, health, quality and environmental policies and/or procedures deemed applicable.
- If a COP is not applicable to this contract/project, please complete and attached the “Not applicable” form in the space of the COP.

15.2 TYPICAL CONTENTS OF SAFETY FILE:

- Title and index cover page.
- A copy of the PERMIT TO WORK.
- A copy of the MHSA Regulation 2.6.1 and 2.9.2 and SHE Rep appointment letters.
- A copy of Foskop COP 25, Service provider control.
- Base line risk assessment of ALL and ANY POTENTIAL tasks that may be performed on site under this contract. See Foskop COP 26, Critical Task Description for details.
- Copies of critical task description and standard operating/maintenance procedures.
- Copies of critical task descriptions and standard operating/maintenance procedures.
- Copies of the appointed service providers safety, health, environmental, HIV and AIDS, smoking and waste management policies.
- Training records of all on-site employees.
- Employee records of actual time worked (Normal and overtime).
- Copy of on-site induction training.
- Records of issues of TMM (Trackless Mobile Machinery) and trailers. See Foskop COP 59, Trackless Mobile Machinery for details.
- Records of issues and inspections of PPE (Personal Protective Equipment) and safety equipment. See Foskop COP 65, Personal Protective Equipment for details.
- Records of issues and inspections of PEE (Portable Electrical Equipment). See Foskop COP 60, Portable Electrical Equipment for details.
- Records of issues and inspections of tools and equipment. See Foskop COP 63, hand tools for details.
- Records of daily, weekly and monthly 2.6.1/SHE Rep safety inspections. See Foskop COP 22, SHE Inspections for details.
- Records a daily green-area and safety talks. See Foskop COP7, Communicating for details.
- Any other documents, certificates or records as requested by Foskop official deemed necessary to ensure that all safety legislative and administrative requirements have been met.

Note: The bidder/ Service provider can obtain updated Foskop COP's and Engineering Specifications on request.

15.3 REMINDER OF RISK IDENTIFICATION – LIFE SAVINGS RULES:

- Risk Assessments and clearance certificates.
- Lifting operations.
- Working at heights.
- Confined space entry.
- Positive energy Isolation and lockout.
- Moving Machinery.
- Personal Protective equipment.

Risk assessment is applicable to all jobs and training apply to all that will do physical work!

15.4 SPECIFICATIONS, CODES, STANDARD AND REGULATIONS:

The Latest edition of the South African National Standards in effects at the date of projects design shall establish the minimum requirements for design, materials, and construction. This should be referenced with the Foskop General Engineering specifications and requirements of the Foskop SHERQ system (COP's).

No work shall be contempt which is in breach of any legislation in South Africa – Typically:

- Water license (04/B72K/ACGIJ/962).
- Occupational Health and Safety Act.
- South African Mine Health and Safety Acts and regulations (Act 29 of 1996).
- Explosive Acts and Regulations – South- Africa.
- DWS and the National Water Act.
- Foskop COP's and Foskop Engineering Specifications.
- The latest revision of the SANS standardized specifications and Foskop Specifications as applicable at the time of quotation shall apply to this contract.

Note: The equipment to be capable of continuous operation 24 hrs/day,365 days/year with operating availability equal to 100%

15.5 SITE GEOGRAPHY:

The plant is located at Phalaborwa, Limpopo, South Africa

15.6 AMBIENT CONDITIONS:

- Ambient temperature



REQUEST FOR PROPOSAL
FOSCO-RFP-97-24/25

Form No: Foskor PROC 017
Revision No: 01
Effective Date: August 2024

Summer	35 °C Avg.	50 °C Max
Winter	17 °C Avg.	2 °C Min

- Site Altitude: 380 m
- Prevailing wind direction: Generally South Easterly - Maximum design velocity 40 m/s (144 km/h)
- Very dusty conditions
- Average annual rainfall = 540 mm

15.7 INVOICE DUE DATES:

The due dates for claim certificate are the 19th of every month.

16. TENDER EVALUATION CRITERIA:

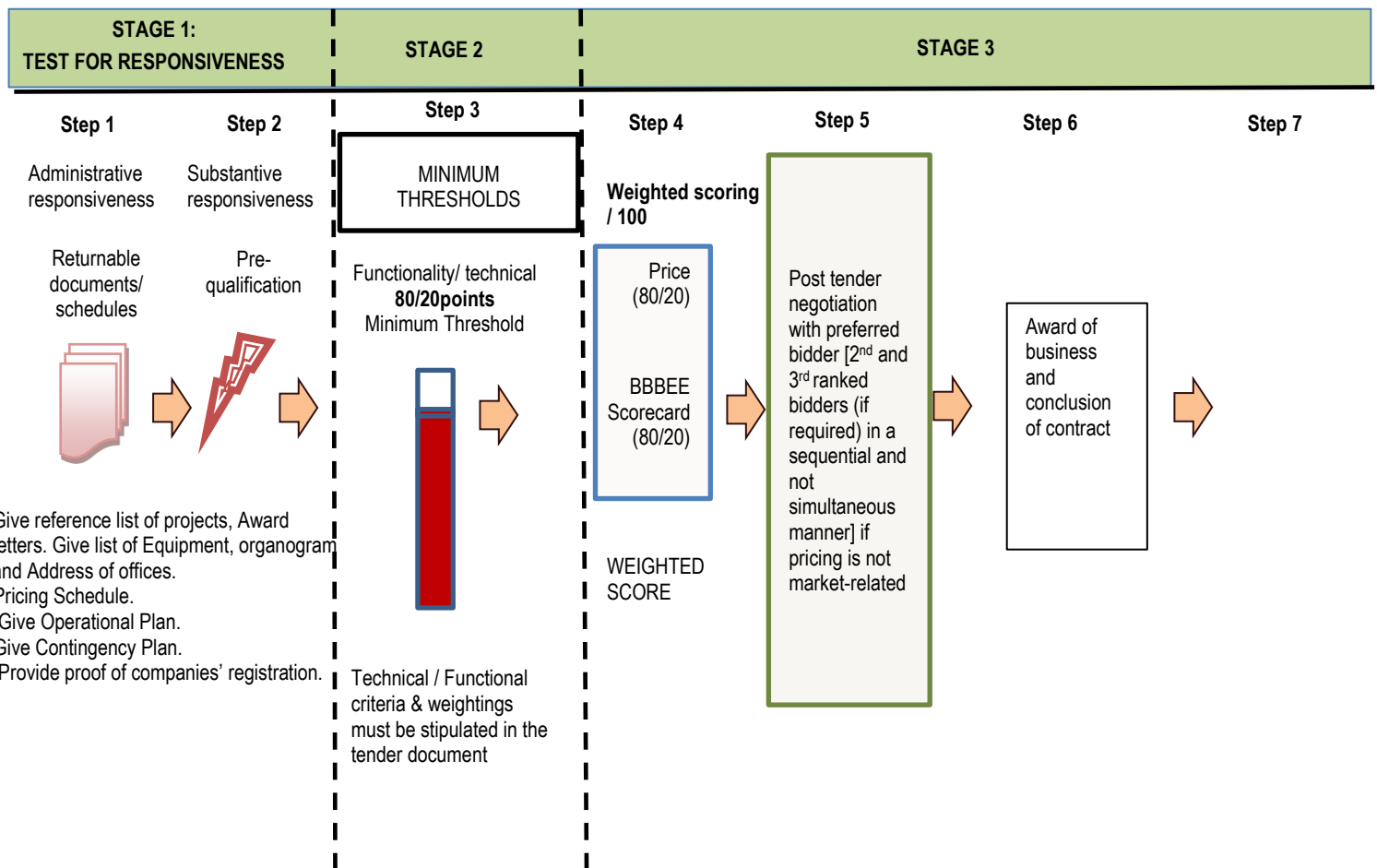
- As part of the process to assist with the evaluation of the bidder's proposal/quotation and to make an informed decision in the awarding of this tender, the following information is required.
- The following tender evaluation criteria will be used for adjudicating the Contractor submitted tender.
- Please provide the required documentation as requested in the "Proof/documents to be submitted" column.
- Please be specific when submitting documents by ensuring that they answer the item specified.
- Please use the annexure number as indicated to identifying the proof submitted.
- Failure to submit the relevant documentation as requested in the Evaluation criteria document mat led to a disregard of the submitted tender.

6. GENERAL SUPPLIER/SERVICE PROVIDER OBLIGATIONS

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

6. EVALUATION METHODOLOGY

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



NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Foskop 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).

a. STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

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

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

b. 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
• Give reference list projects – Award Letters, Give list of equipment, vehicles, organogram and address of offices	All sections including Section 2 paragraphs, 2.2, 6.
• Pricing Schedule	Section 4
• Give an operational plan	All Sections
• Give a contingency plan	Section 2, paragraph 13
• Provide Proof of Companies registration	Section 3 – Scope of Work Annexure

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

c. STEP THREE: Minimum Threshold points for Technical Criteria 70% for Technical Criteria

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

REQUEST FOR PROPOSAL

FOSCO-RFP-97-24/25

Form No: Foskop PROC 017
Revision No: 01
Effective Date: August 2024

Technical Evaluation Criteria: Office Cleaning	SCORING CRITERIA	
	100%	PROOF
1. Experience & Team competence	30%	
Company-Previous experience in cleaning service.		Give reference list of projects Award Letters
5 years = 15	15%	
2- 5 years = 7.5	7.5%	
1- 3 years = 10	5%	
1 year = 2.5	2.5 %	
2. Bidder to provide proof of most recent services valued over R500 000	10%	
R500 000 = 5	5%	Give reference list of projects Award Letters
R400 000 = 2.5	2.5%	
R300 000 = 1.5	1.5%	
R2000 = 1	1%	
3. Company - Ability to satisfy technical requirements- Equipment, Vehicles, Offices, Organogram.	20%	
Submitted = 20%	20%	Give list of equipment, vehicles, organigram and addresses of offices
No-Submission = 0%	0%	
4. Bidder to provide copy of list standard cleaning procedures (operational plan).	10%	
Submitted = 10	10%	Give an operational plan

No-Submission = 0%	0%	
5. Bidder to provide a contingency plan based on the following: A) Industrial Strike B) Action Normal absence such as AWOL, vacation, and sick leave.	10%	
Submitted = 10	10%	Give a Contingency plan
No-Submission = 0	0%	
6. Locality	20%	
Ba- Phalaborwa Municipality = 10	10%	Provide proof of company registration
Mopani = 7.5	7.5%	
Other = 2.5	2.5%	
Note: For the bid to be considered the bidder needs to score 70% and above, and comply to all mandatory requirements		

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

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

d. STEP FOUR: Evaluation and Final Weighted Scoring

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

Evaluation Criteria	RFP Reference
• Commercial offer	Section 4

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

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

Where:

P_s = Score for the Bid under consideration

P_t = Price of Bid under consideration

P_{min} = Price of lowest acceptable Bid

$$PS = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where:

P_s = Points scored for the price of Bid under consideration

P_t = Price of Bid under consideration

P_{max} = Price of highest acceptable Bid

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

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

e. **SUMMARY: Applicable Thresholds and Final Evaluated Weightings**

Thresholds	Minimum Threshold
Technical / functionality	70%

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

f. **STEP FIVE: Post Tender Negotiations (if applicable)**

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

g. **STEP SIX: Objective Criteria (if applicable)**

Foskor reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder. The objective criteria Foskor may apply in this bid process include:

- Skills Transfer and Capacity Building for Foskor.
- Impact on Foskor's Return On Investment.
- Rotation of Suppliers to promote opportunities for other suppliers, by overlooking a supplier that has been awarded business repeatedly overtime in order to benefit other suppliers in the market.
- the tenderer:
 - is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - is not undergoing a process of being restricted by Foskor or other state institution that Foskor may be aware of,
 - can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
 - has the legal capacity to enter into the contract
 - is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
 - complies with the legal requirements, if any, stated in the tender data and
 - is able, in the option of the employer to perform the contract free of conflicts of interest.

h. STEP SEVEN: Award of business and conclusion of contract

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



REQUEST FOR PROPOSAL

FOSCO-RFP-97-24/25

Form No: Foskop PROC 017

Revision No: 01

Effective Date: August 2024

SECTION 4: PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the table below:

PRICING SCHEDULE FOR OFFICE CLEANING SERVICE:

No	Consumables to be supplied by Service Provider (Paid Monthly)	UOM	Qty	Rate	Total per Month
1	Pine Gel	Litre	75	R	R
2	Toilet Bowl Cleaner	Litre	50	R	R
3	Handy Andy	Litre	25	R	R
4	Floor Polish (Liquid)	Litre	50	R	R
5	Floor Stripper (Liquid)	Litre	50	R	R
6	Floor Sealer	Litre	1	R	R
7	Window Cleaner	Litre	20	R	R
	Total value (excl. VAT))			R	R
No	Equipment to be supplied by Service Provider (Paid Once-Off)	UOM	Qty	Rate	Total Cost
1	Scrubbing Machine	Each	2	R	R
2	Gear Press wringer and bucket	Each	54	R	R
3	Mop sticks	Each	110	R	R
4	Flat mop sweepers	Each	54	R	R
5	Brooms	Each	110	R	R
6	Feather Dust (Short Type)	Each	54	R	R
7	Feather Dust (Long Type)	Each	54	R	R
8	Window Cleaning kit	Each	54	R	R
9	Ladder (Aluminium suitable for cleaning of windows)	Each	5	R	R
10	Vacuum Cleaners	Each	3	R	R
11	Bucket (Small)	Each	54	R	R
	Total value (excl. VAT))			R	R
No	Employee hourly rate(s)	UOM	Qty	Rate per hour per person	Total per cleaner – 7 hrs: 6:30 to 13:30
		Take note, the cost quotations below should include Medical Surveillance (Annually), Personal Protective equipment (Annually), Mandatory Training per employee.			
1	Cleaners Normal time	Per Hour	54	R	R



REQUEST FOR PROPOSAL

FOSCO-RFP-97-24/25

Form No: Foskop PROC 017

Revision No: 01

Effective Date: August 2024

2	Supervisor Normal Time	Each	1	R	R
3	Manager Normal Time	Each	1	R	R
4	Other (Specify) Below				
No	Employee hourly rate(s) (Moshate House _ Monday – Thursday)	UOM	Qty	Rate per hour per person	Total per cleaner – 2 hrs: 13:30 to 15:30
1	Normal time Cleaner (13:30 – 15:30)	Each	2	R	R
1				R	R
2				R	R
3				R	R
	Total value (excl. VAT))				R
	Total value (Including VAT))				R
	Working hours			TOTAL PRICE, exclusive of VAT:	R
	Monday to Thursday: 06h30 to 13h30				
	Friday: 06h30 to 12h30				
				VAT 15% (if applicable)	R
				TOTAL PRICE, inclusive of VAT:	R
Summary					
Year 1 charges					R
Year 2 charges					R
Year 3 charges					R
				TOTAL PRICE, exclusive of VAT: for 36 months	

Specifications of Services

SERVICE DESCRIPTION	FREQUENCY
1) Offices and Boardrooms	
Cleaning floor according to the type- Mop and disinfect	Daily
Dust / wipe down all horizontal / vertical surfaces with a damp cloth	Daily
Dust desks and computers with a damp cloth	Daily
Polish wooden furniture	Daily
Clean all material partitions inside offices	Twice per week
Damp wash covered furniture	Monthly
Spot clean marks from walls, doors, paint work and light switches	Monthly
Cleaning windows	Monthly
Vacuum Carpets if any	Weekly
Dust all horizontal surfaces (low level)	Daily
Dust all high ledges and fittings	Weekly
Dust all vertical surfaces (walls, cabinets, etc.)	Weekly
Dust all window ledges (high and low)	Daily
Wash/clean all dirty cups/plates or cutlery to the kitchen	Daily
Empty and clean all waste receptacles	2 x Daily
Replace waste bin liners	Daily
2) Entrances, Corridors, passages & handrails	
Cleaning floor according to the type- Mop and disinfect	Daily
Spots clean all glass, windows, doors, doorknobs, and metal work, dust all accessible ledges up to 1.8 m	Daily
Clean all skirtings	Weekly
Scrubbing, cleaning all passages, handrails, and staircases	Weekly
3) Waste Disposal	
Empty and clean all ashtrays where applicable	Daily
Empty and clean all waste receptacles	Daily
Remove all waste to specific areas	Daily
4) All Ablution Facilities	
Maintain floor according to type	3 x Daily
Damp mop floors with disinfectant	2 x Daily
Empty and clean all waste receptacles	3 x Daily
Clean and sanitise all bowls, seats, basins, and urinals.	3 x Daily
Clean all mirrors	3 x Daily
Clean all metal fittings	3 x Daily
Spot clean walls, doors and partitions and lockers where applicable	3 x Daily

REQUEST FOR PROPOSAL

FOSCO-RFP-97-24/25

Form No: Foskop PROC 017

Revision No: 01

Effective Date: August 2024

Replenishing of all refillable dispensers (Hygiene Consumables)	Daily
5) Office Kitchens	
Sweep floors	3 x Daily
Cleaning floor according to the type- Mop and disinfect	3 x Daily
Wash dishes and cloths	3 x Daily
Clean and refill water dispensers	3 x Daily
Keep tidy	3 x Daily
Clean & refill Sugar, tea & etc containers	Daily
6) Building Surroundings	
Pick up litter	Daily
Sweep outside passages	Daily
Clean & disinfect all water purifiers & refill disposable cups	Daily
7) Additional Requirements:	
Boardrooms & training rooms to be cleaned & disinfected after every use	After every use
Control room, kitchen, canteen & ablution facilities to be cleaned and disinfected frequently	3 x Days
Prepare Boardrooms for visitors (i.e., cups, water, sugar & etc.) when required	As & when requested

Proposed Cleaner Allocations

ITEM NO.	COMPLEX / DEPARTMENTS	SECTIONS Covered	REQUIRED CLEANERS
1	Moshate House	▪ Block A, Block B, Block C, Block D	6
		▪ Museum	
		▪ Security Offices	
		▪ Inclusive of all Meeting Rooms (PR and Auditorium)	
2	North Pit _ Mining Complex	▪ Mining Offices	7
		▪ Training Offices	
		▪ Meeting / MBAs	
		▪ Kitchens	
		▪ Workshops (All)	
		▪ North Crusher	
		▪ East Crusher	
		▪ All Change Houses	
3	South Pit _ Mining Complex	▪ Mining Offices	3
		▪ Employee Meeting rooms	
		▪ Crushing Building	

REQUEST FOR PROPOSAL

FOSCO-RFP-97-24/25

Form No: Foskop PROC 017

Revision No: 01

Effective Date: August 2024

		▪ Conveyor 2 Operator Rooms	
		▪ Refuel Bay	
4	Crusher Operations Complex	▪ Crusher Management ▪ Crusher Building offices ▪ Operator Rooms (All over the Plant) ▪ Store Areas ▪ Conveyor ... Areas	3
5	Production Complex	▪ Management Offices ▪ NUM Office ▪ Milling Offices ▪ Filtration areas ▪ Flotations areas ▪ DSF Offices ▪ Emergency Services ▪ All workshop areas	8
6	Tailings Complex	▪ 300ft offices ▪ 300Ft Operator rooms ▪ 300Ft Workshop ▪ TTPS ▪ Tailings Pipe Yard ▪ Southern Drain areas ▪ Supervisor Container (Tailings Pipe Yard) ▪ Sewage Plant	3
7	Extension 8 Complex	▪ Production Offices / Kitchen /Ablutions ▪ Plant Workshops (Electrical, Mechanical, Instrumentation etc) ▪ Training Centre Facilities ▪ All MBAs	3
8	Drying and Despatch Complex	▪ Despatch Areas ▪ Ablution / Change house areas ▪ Drying areas ▪ Magnetite areas ▪ Mechanical and Electrical Workshops	4
9	TSS Complex	▪ TSS Building ▪ Environment and Quality Building (Engineering included)	3

		▪ Procurement Stores	
10	TSS Workshops Complex	▪ Fitter Workshop	6
		▪ Boiler Workshop	
		▪ Civil Workshop	
		▪ LVM Workshop	
		▪ Instrumentation Workshop	
		▪ Electrical Main Power Workshop	
11	Met Lab Complex	▪ SHEQ Offices	4
		▪ Main Power Workshop	
		▪ Met Laboratory	
		▪ Training Centre (All areas in the vicinity)	
12	HR Complex	▪ Chemical Laboratory	4
		▪ Projects	
		▪ HR Offices	
			54

PRICING SCHEDULE

Description: Office Cleaning - Consumables supplied by Foskop Mine:

- Singly Ply Toilet Roll,
- Rubbish bags,
- Dispenser hand soap,
- Dishwasher,
- Bleach/Jik,
- Air Fresher,
- Degreaser,
- Deo Blocks,
- Mr Min & Sanitizer.
- Dish Cloths

The window cleaning where high area access is required, Foskop will arrange a High-Up machine.

SCHEDULE SUMMARY:

Please refer to attached spreadsheet. All price alterations must be signed for by the bidder confirming that such changes were made by the Bidder. **PLEASE NOTE THAT PRICE CHANGES WITHOUT A SIGNATURE WILL LEAD TO THE DISQUALIFICATION OF THE BID SUBMITTED.**

NOTE: The onus lies with the tenderer to make sure that all formulas and calculations are correct. Calculation errors discovered during the evaluation process will be logged as a non-conformance and the tender/quotation will therefore be disregarded

GENERAL

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

Notes to Pricing:

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Foskop may not award the contract to that Respondent. Foskop 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.
- i. If a market-related price is not agreed with the Respondent scoring the third highest points, Foskop must cancel the RFP.
- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by Foskop.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- e) Rates proposed must be aligned with the Guide on Hourly Fee Rates for Consultants” by the Department of Public Service and Administration (DPSA);
- f) Quantities given are estimates only. Any orders resulting from this RFP will be on an “as and when required” basis.
- g) Prices are to be quoted on a delivered basis to .
- h) Please note that should you have offered a discounted price(s), Foskop will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

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

Currency rate of exchange utilised: _____

- j) In respect of incoterms conditions, if applicable, please refer to paragraph 25 of the General Bid Conditions which is attached to the RFP as Annexure *[Complete required information or remove entire sentence if not applicable]*
- k) Manufacturing and delivery lead time calculated from the date of receipt of purchase order: _____ weeks.
- l) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 2, clause 1]

YES	
-----	--

OR

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

.....

.....

	YES	
--	-----	--

1. DISCLOSURE OF CONTRACT INFORMATION

Prices tendered

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

Johannesburg Stock Exchange Debt Listing Requirements

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

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

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

Respondent's Signature

Date and Company Stamp

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

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.

Is the Respondent (Complete with a "Yes" or "No")						
A DPIIP/FPPO		Closely Related to a DPIIP/FPPO		Closely Associated to a DPIIP/FPPO		
List all known business interests, in which a DPIIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

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

2. PRICE REVIEW

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

3. SERVICE LEVELS

- 3.1 An experienced national account representative(s) is required to work with Foskor's procurement department.
- 3.2 Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.

Respondent's Signature

Date and Company Stamp

4. RISK

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

4.1 Quality and specification of Goods/Services delivered:

4.2 Continuity of supply:

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

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE

Respondent's Signature

Date and 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 above-mentioned Goods/Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

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

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

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

 Respondent's Signature

 Date and Company Stamp



RFP NUMBER: FOSCO-RFP-97-24/25

Should Foskop 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 Foskop's Letter of Award, shall constitute a binding contract between Foskop and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply/provision of Goods/Services within 2 [two] weeks thereafter, Foskop 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 Foskop 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 Foskop 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. Foskop 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 Foskop website. Any unsuccessful bidder has a right to request reasons for the bid not to be successful and Foskop has a duty to provide those reasons on receipt of the request from the bidder.

VALIDITY PERIOD

Foskop 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.

Respondent's Signature

Date and Company Stamp

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

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

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

RETURABLE DOCUMENTS

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

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

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

a) Mandatory Returnable Documents

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 4: Pricing 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:

Respondent's Signature

Date and Company Stamp

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
Give reference list of projects, with values and contract numbers for verification	
Give list of equipment, vehicles, organigram and addresses of offices	
Give an operational plan	
Give a Contingency plan	
Provide proof of residence	

c) Essential Returnable Documents:

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
SECTION 1: SBD1 FORM	
SECTION 5 : Proposal Form and List of Returnable documents	
SECTION 6 : Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7 : RFP Declaration and Breach of Law Form	
SECTION 9: B-BBEE Preference Points claim form	
SECTION 10 : Certificate of attendance of compulsory / non-compulsory Site Meeting / RFP Briefing	
SECTION : Protection of Personal Information	
CSD Registration report	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

SIGNED at _____ on this _____ day of _____ 20____

Respondent's Signature

Date and Company Stamp



RFP NUMBER: FOSCO-RFP-97-24/25

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date and Company Stamp

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

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

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

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

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

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

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

Respondent's Signature

Date and Company Stamp

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. FOSKOR has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Proposal [RFP];
3. We have been provided with sufficient access to the existing FOSKOR facilities/sites and any and all relevant information relevant to the Goods/Services as well as FOSKOR information and Employees and have had sufficient time in which to conduct and perform a thorough due diligence of FOSKOR's operations and business requirements and assets used by FOSKOR. FOSKOR will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price;
4. At no stage have we received additional information relating to the subject matter of this RFP from FOSKOR sources, other than information formally received from the designated FOSKOR contact(s) as nominated in the RFP documents;
5. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by FOSKOR in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner;
6. We have complied with all obligations of the Bidder/Supplier as indicated in the FOSKOR Supplier Integrity which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with FOSKOR;
7. We declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the FOSKOR Group including any person who may be involved in the evaluation and/or adjudication of this Bid;
8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of FOSKOR;

Respondent's Signature

Date and Company Stamp

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

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

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

ADDRESS:

Indicate nature of relationship with Foskor:

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

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

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

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

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

13 Bidder's declaration

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

YES/NO

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

Respondent's Signature

Date and Company Stamp

- 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

- ii. 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;

Respondent's Signature

Date and Company Stamp

- 14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 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:

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

Respondent's Signature

Date and Company Stamp



RFP NUMBER: FOSCO-RFP-97-24/25

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__

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

Respondent's Signature

Date and Company Stamp



RFP NUMBER: FOSCO-RFP-97-24/25

SECTION 8: RFP CLARIFICATION REQUEST FORM

RFP No: FOSCO-RFP-97-24/25

RFP deadline for questions / RFP Clarifications: Before 12:00 pm on **16 October 2024**

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

REQUEST FOR RFP CLARIFICATION

[illegible]

Respondent's Signature

Date and Company Stamp

SECTION 9: B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

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

1. GENERAL CONDITIONS

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

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

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

OR

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

Respondent's Signature

Date and Company Stamp

- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **“functionality”** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **“Price”** includes all applicable taxes less all unconditional discounts.
- (i) **“Proof of B-BBEE Status Level of Contributor”**
 - i) the B-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **“QSE”** means a Qualifying Small Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **“Rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

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

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:

Respondent's Signature

Date and Company Stamp

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

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

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

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

Respondent's Signature

Date and Company Stamp

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

7.1 Will any portion of the contract be subcontracted?

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

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

(Tick applicable box)

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

Respondent's Signature

Date and Company Stamp

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Foskor reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

Respondent's Signature

Date and Company Stamp



RFP NUMBER: FOSCO-RFP-97-24/25

WITNESSES

.....

.....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

.....

ADDRESS:

.....

Respondent's Signature

Date and Company Stamp

SECTION 11: JOB-CREATION SCHEDULE

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

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

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

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

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

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

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

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

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

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

Respondent's Signature

Date and Company Stamp

Other			
-------	--	--	--

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

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

Respondent's Signature

Date and Company Stamp

SECTION 12: SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1. PILLARS OF THE PROGRAMME

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

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

Respondent's Signature

Date and Company Stamp

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

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

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

4. PROCESS TO SATISFY THE NIPP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTIC will determine the NIPP obligation;
 - b. the contractor and the DTI will sign the NIPP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - f. the contractor will implement the business plans; and
 - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIPP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Respondent's Signature

Date and Company Stamp



RFP NUMBER: FOSCO-RFP-97-24/25

Bid number Closing date:

Name of bidder.....

Postal address
.....

Signature..... Name (in print).....

Date.....

Respondent's Signature

Date and Company Stamp

SECTION 13: PROTECTION OF PERSONAL INFORMATION

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

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Foskop 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 “Foskop” and the Data subject is the “Respondent”. Foskop 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. Foskop 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 Foskop.
5. In responding to this bid, Foskop acknowledges that it will obtain and have access to personal information of the Respondent. Foskop 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. Foskop 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 Foskop and/or its authorised appointed third parties.
7. Furthermore, Foskop 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, Foskop requires the Respondent to process any personal information disclosed by Foskop in the bidding process in the same manner.
8. Foskop 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. Foskop 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 Foskop 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

Respondent's Signature

Date and Company Stamp

may further request that Foskop 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 Foskop's possession in terms of the provision of the POPIA and utilising Form 2 of the POPIA Regulations.

11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

YES	
------------	--

NO	
-----------	--

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Foskop 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 Foskop, 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

Respondent's Signature

Date and Company Stamp

SECTION 14: PROTECTION OF PERSONAL INFORMATION THE FOLLOWING TERMS SHALL BEAR THE SAME MEANING AS CONTEMPLATED IN SECTION 1 OF THE PROTECTION OF PERSON INFORMATION ACT, NO. OF 2013 "(POPIA"):

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

1. The Operator will process all information by the Foskop in terms of the requirements contemplated in Section 4(1) of the POPIA: Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
2. The Parties acknowledge and agree that, in relation to personal information of Foskop and the information of a third party that will be processed pursuant to this Agreement, the Operator is (Respondent) and the Data subject is "Foskop". Operator will process personal information only with the knowledge and authorisation of Foskop and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
3. Foskop reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Foskop.
4. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Foskop and the information of a third party and agrees that it shall only process the information disclosed by Foskop in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
5. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Foskop to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
6. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Foskop or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Foskop.
7. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Foskop in terms of this Agreement (physically, through a computer or any other form of electronic communication).
8. The Operator shall notify Foskop in writing of any unauthorised access to personal information and the information of a third party, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Foskop of the breach as soon as it has occurred to allow Foskop to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
9. Foskop may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Foskop and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.

Respondent's Signature

Date and Company Stamp

10. FOSKOR may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the FOSKOR or a third party in the Operator's possession in terms of the provision of the POPIA and utilising Form 2 of the POPIA Regulations.
11. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by FOSKOR in line with the 8 conditions of the POPIA and that it will provide to FOSKOR satisfactory evidence of these measures whenever called upon to do so by FOSKOR.

The Operator is required to provide confirmation that all measures in terms of the POPIA are in place when processing personal information and the information of a third party received from FOSKOR:

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

12. Further, the Operator acknowledges that it will be held liable by FOSKOR should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that FOSKOR submitted to it.

Signature of Respondent's authorised representative: _____

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

Respondent's Signature

Date and Company Stamp