



REQUEST FOR PROPOSAL

[RFP]

Form No: Foskor PROC 017

Revision No: 01

Effective Date: August 2024

FOSKOR Acid Division

an Operating Division of FOSKOR (PTY) LTD

hereinafter referred to as **Foskor**

Registration No. 1951/002918/07

FOR THE SUPPLY/PROVISION OF SUPPLY AND INSTALLATION OF HDPE CONTRACT FOR A PERIOD OF 36 MONTHS

RFP NUMBER	:	FOSRBY-RFP-34-24/25
ISSUE DATE	:	03 December 2024
CLOSING DATE	:	21 January 2025
CLOSING TIME	:	12:00 PM
BID VALIDITY PERIOD	:	180 days Business Days from Closing Date
SITE MEETING	:	09 December 2024
COMPLUSORY MEETING	:	Yes
SITE MEETING TIME	:	13hr00

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

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Respondent's Signature

Date and Company Stamp

SECTION 1: SBD 1 FORM

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	FOSRBY-RFP-48-24/25	CLOSING DATE:	21 January 2025	CLOSING TIME:	12H00
DESCRIPTION	SUPPLY AND INSTALLATION OF HDPE CONTRACT FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
RESPONDENTS ARE TO SUBMIT THEIR BID RESPONSES IN THE TENDER BOX AT THE RECEPTION OF THE FOLLOWING PHYSICAL ADDRESS AND/OR E-MAIL ADDRESS:					
Physical Address: 21 John Ross Parkway		AND/OR		Email Address: tenderbay@foskor.co.za	
Richard's bay 3900		The size of the email should not exceed 5 MB and it should be in a PDF format.			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Sisanda Mbeje		CONTACT PERSON	Sisanda Mbeje	
TELEPHONE NUMBER	035 902 3270		TELEPHONE NUMBER	035 902 3270	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	sisandam@foskor.co.za		E-MAIL ADDRESS	sisandam@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					

Respondent's Signature

Date and Company Stamp

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

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. 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. 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:

Respondent's Signature

Date and Company Stamp

SECTION 2 : NOTICE TO BIDDERS

1. INVITATION TO BID

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

DESCRIPTION	SUPPLY AND INSTALLATION OF HDPE
TENDER ADVERT	Foskor tenders are advertised on the National Treasury e-tender Portal, CIDB i-tender Portal and the Foskor website.
COMMUNICATION	Foskor will publish the outcome of this RFP on the National Treasury e-tender portal, CIDB i-tender portal and the Foskor 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 Foskor website. Bidders are required to check the National Treasury e-tender portal, CIDB i-tender portal (where applicable) and the Foskor website prior to finalising their bid submissions for any changes or clarifications to the RFP. Foskor will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.
BRIEFING SESSION	Yes – Compulsory Bidders are required to confirm their attendance and to send their contact details including the number of representatives (max. 2), where applicable to the following address: 21 John ross parkway, Richards Bay This is to ensure that Foskor may make the necessary arrangements for the briefing session. Refer to paragraph 2 for details.
CLOSING DATE	12:00 pm on Tuesday 21 January 2025 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

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

2. FORMAL BRIEFING

A compulsory pre-proposal site meeting will be conducted at **[21 John Ross, parkway, Richards Bay 3900]** on the **9 December 2024**, at **[13hr00]** for a period of $\pm$ hours. [Respondents to provide their own transportation and accommodation]. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

- *A Certificate of Attendance in the form set out in Section herein must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFP briefing.*
- Respondents failing to attend the compulsory RFP briefing will be disqualified.
- Respondents are encouraged to bring a copy of the RFP to the site meeting and/or RFP briefing.

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 Foskor through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Foskor.
- Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE 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.

Respondent's Signature

Date and Company Stamp

5. COMMUNICATION

- For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to Sisanda Mbeje before 12:00 pm on, 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 [Sisanda Mbeje], at telephone number **035 902 3270**, email **Sisandam@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 [21 January 2025];

Respondent's Signature

Date and Company Stamp

- 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 Foskor'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 Foskor 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.

Respondent's Signature

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12. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

13. TAX COMPLIANCE

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

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

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

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



Respondent's Signature

Date and Company Stamp

SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. BACKGROUND

Foskor Richards Bay uses HDPE Pipes in the process of manufacturing Phosphoric Acid and Phosphate Based Fertilizer. The production of Phosphoric Acid takes place in two plants: namely Old Plant and New Plant using rock phosphate and Sulphuric acid as raw materials. These plants make use of various vessels and pipelines constructed from HDPE.

Foskor would like to engage a supplier that will supply, install, & service all the HDPE Pipes and relevant work.

The main purpose of this exercise is to ensure that the quality service is given at any time and at known cost.

It is requested that contractor will be appointed on contract to be available 24/7 to do HDPE repairs and attend to any breakdown immediately due to the high volume of HDPE pipes on site. The requirements of this contract will be discussed in the scope of work document.

2. SCOPE OF REQUIREMENTS

The main purpose of this scope of work is to fix the annual rate contract for the supply & installation of HDPE pipes and fittings at Richard's Bay Foskor Acid Plant.

The main works is of an inspection nature and requires the supply of all (including but not limited to):

- Materials,
- Specifications,
- Labour,
- Tools,
- Consumables,
- Scaffolding (Supplied by Foskor)
- Mobile Crane (Supplied by Foskor)
- Transport.

3.1 Scope of Work - Extent

1. The contractor to supply and install H.D.P.E pipes and fittings at Foskor Acid Division.
2. The contractor to comply with all SHREQ and Procurement Policies as prescribed by Foskor.
3. The contractor shall supply new material only if recycled HDPE material is not available within Foskor premises.
4. To avoid delays due to handling recycled material outside Foskor site, the contractor shall use the available in-house facilities for pipe installation & repairs or should be willing to bring the fabricating equipment inside Foskor site and when required.
5. Supply of HDPE pipe material includes metal mild steel flanges with galvanized coating and repair of HDPE pipes at Foskor on a contract basis as per attached list.

Respondent's Signature

Date and Company Stamp

6. All material supplied, installation, and repairs shall comply with the requirements of standards & codes of practice as listed above.
7. When needs arises, (standby, weekends and holidays) a contractor is allowed a maximum of **1(one) hour** response time from receipt of official Emergency order number to report to the Foskor site for a service.
8. Failure to satisfy this requirement will result in a none-conformance being raised against a contractor and that eventually the termination of job contract.
9. The Foskor responsible person will provide the necessary information to assist the contractor on repairs.
10. The contractor shall quote for the supply of HDPE pipe per meter for the following pipe sizes 2' to 20'
11. The contractor must quote for dismantling of pipes per meter for the pipe sizes listed above. This shall include T-Pieces and bends.
12. The contractor shall quote for the installation of the following fittings including stubs with ANSI ASA 150 galvanized Carbon steel flanges for the pipe sizes
 - Straight run of pipe per meter length
 - T-pieces
 - Elbows
 - Long and short radius bends
13. The contractor shall quote for the supply, and erection of supports per running meter for the above pipe's sizes. Only Foskor standard design for supports that must be used, this is available from Foskor Drawing Office on request.
14. The corrosion protection of the support shall be according to Foskor Scope of Corrosion Protection MC 002, General Plant Painting Specification Low Temperature MC 004, General Plant Painting Specification High Temperature MC 005.
15. The contractor to quote for labor per hour during normal time, overtime and call-out.
16. Only work that complies with Foskor standard will be accepted and quality inspector will verify compliance.
17. Contractor to ensure that the area to work on is safe and clean prior and after the completion of work to adhere to the Foskor procedures for safe disposal of various items.
18. All quotes to include all details as required by the scope of work.
19. The contractor to supply Chemical Compatibility Data for HDPE Material for any solution used in the process.
20. Pipe hydrostatic design stress to be 8 MPa, equivalent to PE 100 pipes, which is preferred.
21. Standard quote to be done on PE100PN16 pipes, unless otherwise specified by an end user.
22. The contractor to supply the following services.
 - HDPE Pipes Erection and Supply including labor,
 - HDPE Pipes repairs,
 - Supply a copy of relevant catalogue,
 - Ensure the availability of standby personnel to deliver to Foskor at any given time,
 - Ensure the availability of HDPE Pipes, Fittings, elbow and mild steel flanges, &
 - Ensure supply of HDPE material as required by Foskor.
23. The contractor will comply with (but not limited to) the following.
 - The contractor on entering site must wear Foskor minimum required PPE at all times: namely safety glasses, acid resistant overalls, safety harnesses (on heights), gas musk, safety boots, or steel cap gumboots. Should a contractor be found on site without above mentioned safety clothing, he/she will be removed from site and will not be allowed to return.

Respondent's Signature

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- Comply with COP 6 and OHS Acts.
- Submit SHREQ plan to Safety Department for approval prior to commencement of activity.
- Sign Section 37(2) agreement in terms of OHS Act.
- Clean the area on a daily basis.

NB: Please refer to Annexure B

3. GREEN ECONOMY / CARBON FOOTPRINT

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

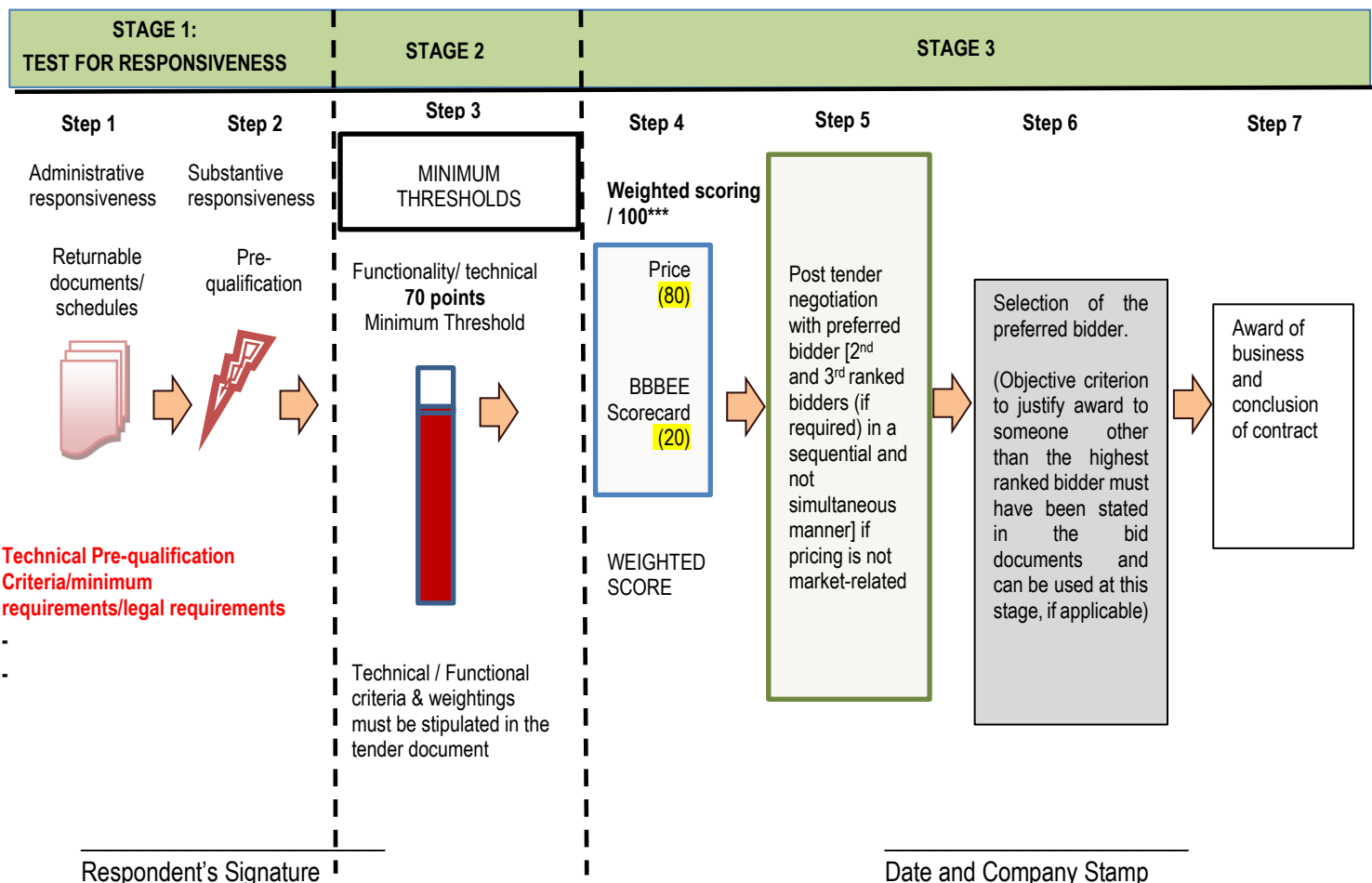
4. GENERAL SUPPLIER/SERVICE PROVIDER OBLIGATIONS

5.1 The Service provider(s) shall be fully responsible to Foskor for the acts and omissions of persons directly or indirectly employed by them.

5.2 The Service provider(s) must comply with the requirements stated in this RFP.

6. EVALUATION METHODOLOGY

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



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

6.2 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

6.3 STEP TWO: Test for Substantive Responsiveness to RFP

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

Check for substantive responsiveness	RFP Reference
Whether any general and legislation qualification criteria set by Foskor, have been met	All sections including: Section 2 paragraphs, 2.2, 6.
Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule	Section 4
Whether the Bid materially complies with the scope and/or specification given	All Sections
Proof of registration on the National Treasury Central Supplier Database (CSD)	Section 2, paragraph 13

Respondent's Signature

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- Whether any Technical Pre-qualification Criteria/minimum requirements/legal requirements have been met as follows: - -	Section 3 – Scope of Work Annexure A
Entity's financial stability	

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

6.4 STEP THREE: Minimum Threshold points for Technical Criteria:

Evaluation Criteria (Technical, excludes Commercial Evaluation)				
No	Technical Criteria Description	% Contribution	Proof / documents to be submitted	Notes
1	Compliance with Scope of Work Specifications - Weight not to be less than 20%			
a)	Submission of tender documentation as mentioned in Section A.4.3 of scope document. Scoring: If all required documents are not submitted = 0%; If all submitted =20%	20%	Provide all required documents as a proof	

Respondent's Signature

Date and Company Stamp

Evaluation Criteria (Technical, excludes Commercial Evaluation)				
No	Technical Criteria Description	% Contribution	Proof / documents to be submitted	Notes
2	Reliability - Supplier reliability to complete the project safely in time, quality and budget - Weight not to be less than 60%			
a)	Suitability of work methodology in line with safe working procedure. Scoring: non-provision and submission of work methodology = 0%; provision and submission of provision of work methodology = 20%	20%	Provide work methodology.	
b)	Suitability of Quality Control Plan (QCP). Scoring: If the QCP is not submitted = 0%; If the QCP is submitted = 20%	20%	Provide Quality Control Plan.	
c)	Provide a letter in writing to accept & abide by the requirements listed under quality control in section C.10.1 Scoring: No letter in writing = 0%; letter in writing = 20%	20%	Provide letter in writing.	

Respondent's Signature

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	Evaluation Criteria (Technical, excludes Commercial Evaluation)			
No	Technical Criteria Description	% Contribution	Proof / documents to be submitted	Notes
3	Competence - Supplier experience & team competence - Weight not to be less than 20%			
a)	Supplier previous experience in similar work, environment, magnitude, and complexity. Scoring: Experience < 2 years = 0% 2 years ≤ Experience < 5 years = 10% Experience ≥ 5 years = 20%	20%	Provide record of previous similar experience as per B.4 format mentioned in the scope of work.	
	Total Technical Score	100%		
	Note: For the bid to be considered the bidder needs to score 70% and above, and comply to all mandatory requirements			

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

Respondents must complete and submit **Annexure A** which include a **Technical Questionnaire**. A Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses to Annexure B.

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

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

Respondent's Signature

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6.5 STEP FOUR: Evaluation and Final Weighted Scoring

a) Price and TCO Criteria [Weighted score 80/20 points]:

Evaluation Criteria	RFP Reference
Commercial offer	Section 4
- Commercial discounts¹ - Price adjustment conditions / factors - Exchange rate exposure - Disbursements	Section 4

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

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

Where:

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

b) Broad-Based Black Economic Empowerment Criteria Weighted score 20/ 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.

6.6 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Threshold
Technical / functionality	

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	80
BBBE-E Scorecard	20
TOTAL SCORE:	100

6.7 STEP FIVE: Post Tender Negotiations (if applicable)

¹ Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected

- Respondents are to note that Foskop may not award a contract if the price offered is not market-related. In this regard, Foskop 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 Foskop conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Foskop based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

6.8 STEP SIX: Objective Criteria (if applicable)

Foskop 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 Foskop may apply in this bid process include:

- Skills Transfer and Capacity Building for Foskop;
- Impact on Foskop'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 Foskop or other state institution that Foskop 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.

6.9 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.

Respondent's Signature

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SECTION 4: PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the table below:

ITEM DESCRIPTION A	ITEM NUMBER	ITEM DESCRIPTION B	ITEM DESCRIPTION C	VALUE PER METER LENGTH	ERECTION VALUE PER METER LENGTH
HDPE STUB PE 100 PN 16					
Stubhdpe	0140600235	HDPE stub for pipe OD25mm	SDR 11 Mat-PE 100 Rating-PN16		
Stubhdpe	0140600236	HDPE stub for pipe OD32mm	SDR 11 Mat-PE 100 Rating-PN16		
Stubhdpe	0140600237	HDPE stub for pipe OD40mm	SDR 11 Mat-PE 100 Rating-PN16		
Stubhdpe	0140600238	HDPE stub for pipe OD50mm	SDR 11 Mat-PE 100 Rating-PN16		
Stubhdpe	0140600239	HDPE stub for pipe OD63mm	SDR 11 Mat-PE 100 Rating-PN16		
Stubhdpe	0140600240	HDPE stub for pipe OD75mm	SDR 11 Mat-PE 100 Rating-PN16		
Stubhdpe	0140600241	HDPE stub for pipe OD90mm	SDR 11 Mat-PE 100 Rating-PN16		
Stubhdpe	0140600242	HDPE stub for pipe OD110mm	SDR 11 Mat-PE 100 Rating-PN16		
Stubhdpe	0140600243	HDPE stub for pipe OD140mm	SDR 11 Mat-PE 100 Rating-PN16		
Stubhdpe	0140600244	HDPE STUB FOR PIPE OD 180MM	SDR 11 MAT-PE100 RATING-PN 16		
Stubhdpe	0140600245	HDPE STUB FOR PIPE OD 225 MM	SDR 11 MAT-PE100 RATING-PN 16		
Stubhdpe	0140600246	HDPE STUB FOR PIPE OD 280MM	SDR 11 MAT-PE100 RATING-PN 16		
Stubhdpe	0140600247	HDPE STUB FOR PIPE OD 315MM	SDR 11 MAT-PE100 RATING-PN 16		
Stubhdpe	0140600248	HDPE STUB FOR PIPE OD 355MM	SDR 11 MAT-PE100 RATING-PN 16		
Stubhdpe	0140600249	HDPE STUB FOR PIPE OD 400MM	SDR 11 MAT-PE100 RATING-PN 16		
Stubhdpe	0140600250	HDPE STUB FOR PIPE OD 450MM	SDR 11 MAT-PE100 RATING-PN 16		
HDPE PIPE PE PN 12.5					
Pipehdpe	0130500218	PIPE HDPE HAVING OD 25 MM	SDR 11 MAT-PE80 RATING-PN 12.5		
Pipehdpe	0130500219	PIPE HDPE HAVING OD 32 MM	SDR 11 MAT-PE80 RATING-PN 12.5		
Pipehdpe	0130500220	PIPE HDPE HAVING OD 40 MM	SDR 11 MAT-PE80 RATING-PN 12.5		
Pipehdpe	0130500221	PIPE HDPE HAVING OD 50 MM	SDR 11 MAT-PE80 RATING-PN 12.5		
Pipehdpe	0130500222	PIPE HDPE HAVING OD 63MM	SDR 11 MAT-PE80 RATING-PN 12.5		
Pipehdpe	0130500223	PIPE HDPE HAVING OD 75 MM	SDR 11 MAT-PE80 RATING-PN 12.5		
Pipehdpe	0130500224	PIPE HDPE HAVING OD 90 MM	SDR 11 MAT-PE80 RATING-PN 12.5		
Pipehdpe	0130500225	PIPE HDPE HAVING OD 110 MM	SDR 11 MAT-PE80 RATING-PN 12.5		
Pipehdpe	0130500226	PIPE HDPE HAVING OD 140 MM	SDR 11 MAT-PE80 RATING-PN 12.5		
Pipehdpe	0130500227	PIPE HDPE HAVING OD 180 MM	SDR 11 MAT-PE80 RATING-PN 12.5		
Pipehdpe	0130500228	PIPE HDPE HAVING OD 225 MM	SDR 11 MAT-PE80 RATING-PN 12.5		
Pipehdpe	0130500229	PIPE HDPE HAVING OD 280 MM	SDR 11 MAT-PE80 RATING-PN 12.5		
Pipehdpe	0130500230	PIPE HDPE HAVING OD 315 MM	SDR 11 MAT-PE80 RATING-PN 12.5		
Pipehdpe	0130500231	PIPE HDPE HAVING OD 355 MM	SDR 11 MAT-PE80 RATING-PN 12.5		
Pipehdpe	0130500232	PIPE HDPE HAVING OD 400 MM	SDR 11 MAT-PE80 RATING-PN 12.5		
Pipehdpe	0130500233	PIPE HDPE HAVING OD 450 MM	SDR 11 MAT-PE80 RATING-PN 12.5		
MOULDED HDPE EQUAL TEE PE 100 PN 16					
Teehdpe	0130500234	MOULDED HDPE EQUAL TEE OD25MM	SDR 11 MAT-PE100 RATING-PN 16		
Teehdpe	0130500235	MOULDED HDPE EQUAL TEE OD32MM	SDR 11 MAT-PE100 RATING-PN 16		
Teehdpe	0130500236	MOULDED HDPE EQUAL TEE OD40MM	SDR 11 MAT-PE100 RATING-PN 16		
Teehdpe	0130500237	MOULDED HDPE EQUAL TEE OD50MM	SDR 11 MAT-PE100 RATING-PN 16		
Teehdpe	0130500238	MOULDED HDPE EQUAL TEE OD63MM	SDR 11 MAT-PE100 RATING-PN 16		
Teehdpe	0130500239	MOULDED HDPE EQUAL TEE OD75 MM	SDR 11 MAT-PE100 RATING-PN 16		
Teehdpe	0130500245	MOULDED HDPE EQUAL TEE OD 90MM	SDR 11 MAT-PE100 RATING-PN 16		
Teehdpe	0130500246	MOULDED HDPE EQUAL TEE OD110MM	SDR 11 MAT-PE100 RATING-PN 16		
Teehdpe	0130500247	MOULDED HDPE EQUAL TEE OD140MM	SDR 11 MAT-PE100 RATING-PN 16		
Teehdpe	0130500248	MOULDED HDPE EQUAL TEE OD180MM	SDR 11 MAT-PE100 RATING-PN 16		
Teehdpe	0130500249	MOULDED HDPE EQUAL TEE OD225MM	SDR 11 MAT-PE100 RATING-PN 16		
Teehdpe	0130500250	MOULDED HDPE EQUAL TEE OD280MM	SDR 11 MAT-PE100 RATING-PN 16		
Teehdpe	0130500251	MOULDED HDPE EQUAL TEE OD315MM	SDR 11 MAT-PE100 RATING-PN 16		
Teehdpe	0130500252	MOULDED HDPE EQUAL TEE OD355MM	SDR 11 MAT-PE100 RATING-PN 16		
Teehdpe	0130500253	MOULDED HDPE EQUAL TEE OD400MM	SDR 11 MAT-PE100 RATING-PN 16		
Teehdpe	0130500254	MOULDED HDPE EQUAL TEE OD480MM	SDR 11 MAT-PE100 RATING-PN 16		

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HDPE CON REDUCER PE 100 PN 16					
Reducerhdpe	0140600224	HDPE CON REDUCER 25MM X 20MM	SDR 11MAT-PE100 RATING-PN 16		
Reducerhdpe	0140600225	HDPE CON REDUCER 32MM X 20MM	SDR 11MAT-PE100 RATING-PN 16		
Reducerhdpe	0140600226	HDPE CON REDUCER 32MM X 25MM	SDR 11MAT-PE100 RATING-PN 16		
Reducerhdpe	0140600227	HDPE CON REDUCER 40MM X 20MM	SDR 11MAT-PE100 RATING-PN 16		
Reducerhdpe	0140600228	HDPE CON REDUCER 40MM X 25MM	SDR 11MAT-PE100 RATING-PN 16		
Reducerhdpe	0140600229	HDPE CON REDUCER 40MM X 32MM	SDR 11MAT-PE100 RATING-PN 16		
Reducerhdpe	0140600251	HDPE CON REDUCER 50MM X 25MM	SDR 11MAT-PE100 RATING-PN 16		
Reducerhdpe	0140600252	HDPE CON REDUCER 50MM X 32MM	SDR 11MAT-PE100 RATING-PN 16		
Reducerhdpe	0140600253	HDPE CON REDUCER 50MM X 40MM	SDR 11MAT-PE100 RATING-PN 16		
Reducerhdpe	0140600254	HDPE CON REDUCER 63MM X 25MM	SDR 11MAT-PE100 RATING-PN 16		
Reducerhdpe	0140600255	HDPE CON REDUCER 63MM X 40MM	SDR 11MAT-PE100 RATING-PN 16		
Reducerhdpe	0140600256	HDPE CON REDUCER 63MM X 50MM	SDR 11MAT-PE100 RATING-PN 16		
Reducerhdpe	0140600257	HDPE CON REDUCER 75MM X 40MM	SDR 11MAT-PE100 RATING-PN 16		
Reducerhdpe	0140600258	HDPE CON REDUCER 75MM X 50MM	SDR 11MAT-PE100 RATING-PN 16		
Reducerhdpe	0140600259	HDPE CON REDUCER 75MM X 63MM	SDR 11MAT-PE100 RATING-PN 16		
Reducerhdpe	0140600260	HDPE CON REDUCER 90MM X 50MM	SDR 11MAT-PE100 RATING-PN 16		
Reducerhdpe	0140600261	HDPE CON REDUCER 90MM X 63MM	SDR 11MAT-PE100 RATING-PN 16		
Reducerhdpe	0140600262	HDPE CON REDUCER 90MM X 75MM	SDR 11MAT-PE100 RATING-PN 16		
Reducerhdpe	0140600263	HDPE CON REDUCER110MM X 63MM	SDR 11MAT-PE100 RATING-PN 16		
Reducerhdpe	0140600264	HDPE CON REDUCER110MM X 75MM	SDR 11MAT-PE100 RATING-PN 16		
Reducerhdpe	0140600265	HDPE CON REDUCER110MM X 90MM	SDR 11MAT-PE100 RATING-PN 16		
Reducerhdpe	0140600266	HDPE CON REDUCER140MM X 90MM	SDR 11MAT-PE100 RATING-PN 16		
Reducerhdpe	0140600267	HDPE CON REDUCER140MM X 110MM	SDR 11MAT-PE100 RATING-PN 16		
Reducerhdpe	0140600268	HDPE CON REDUCER180MM X 140MM	SDR 11MAT-PE100 RATING-PN 16		
Reducerhdpe	0140600269	HDPE CON REDUCER225MM X 180MM	SDR 11MAT-PE100 RATING-PN 16		
Reducerhdpe	0140600270	HDPE CON REDUCER280MM X 225MM	SDR 11MAT-PE100 RATING-PN 16		
Reducerhdpe	0140600271	HDPE CON REDUCER315MM X 280MM	SDR 11MAT-PE100 RATING-PN 16		
FABRICAT HDPE EQUAL TEE PE 80 PN 12.5					
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Teehdpe	0130500256	FABRICAT HDPE EQUAL TEE OD90MM	SDR 11MAT-PE80 RATING-PN 12.5		
Teehdpe	0130500257	FABRICAT HDPE EQUALTEE OD110MM	SDR 11MAT-PE80 RATING-PN 12.5		
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Teehdpe	0130500259	FABRICAT HDPE EQUALTEE OD180MM	SDR 11MAT-PE80 RATING-PN 12.5		
Teehdpe	0130500260	FABRICAT HDPE EQUALTEE OD225MM	SDR 11MAT-PE80 RATING-PN 12.5		
Teehdpe	0130500261	FABRICAT HDPE EQUALTEE OD280MM	SDR 11MAT-PE80 RATING-PN 12.5		
Teehdpe	0130500262	FABRICAT HDPE EQUALTEE OD315MM	SDR 11MAT-PE80 RATING-PN 12.5		
Teehdpe	0130500263	FABRICAT HDPE EQUALTEE OD355MM	SDR 11MAT-PE80 RATING-PN 12.5		
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Lateralhdpe	0140600293	FABRICAT HDPE LATERAL OD75MM	SDR 11MAT-PE80 RATING-PN 12.5		
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Lateralhdpe	0140600297	FABRICAT HDPE LATERAL OD180MM	SDR 11MAT-PE80 RATING-PN 12.5		
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Lateralhdpe	0140600301	FABRICAT HDPE LATERAL OD355MM	SDR 11MAT-PE80 RATING-PN 12.5		
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Bendhdpe	0130500270	MOULDED HDPE BEND OD63MM	SDR 11MAT-PE100 RATING-PN 16		
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Bendhdpe	0130500281	MOULDED HDPE BEND OD450 MM	SDR 11MAT-PE100 RATING-PN 16		

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HDPE BUTT WELD JOINT					
Butt joint hdpe	0130500282	HDPE BUTT WELD JOINT OD25 MM	SDR 11MAT-PE100 RATING-PN 16		
Butt joint hdpe	0130500283	HDPE BUTT WELD JOINT OD32 MM	SDR 11MAT-PE100 RATING-PN 16		
Butt joint hdpe	0130500284	HDPE BUTT WELD JOINT OD40 MM	SDR 11MAT-PE100 RATING-PN 16		
Butt joint hdpe	0130500285	HDPE BUTT WELD JOINT OD50 MM	SDR 11MAT-PE100 RATING-PN 16		
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Butt joint hdpe	0130500287	HDPE BUTT WELD JOINT OD75MM	SDR 11MAT-PE100 RATING-PN 16		
Butt joint hdpe	0130500288	HDPE BUTT WELD JOINT OD90MM	SDR 11MAT-PE100 RATING-PN 16		
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Butt joint hdpe	0130500290	HDPE BUTT WELD JOINT OD140MM	SDR 11MAT-PE100 RATING-PN 16		
Butt joint hdpe	0130500291	HDPE BUTT WELD JOINT OD180MM	SDR 11MAT-PE100 RATING-PN 16		
Butt joint hdpe	0130500292	HDPE BUTT WELD JOINT OD225MM	SDR 11MAT-PE100 RATING-PN 16		
Butt joint hdpe	0130500293	HDPE BUTT WELD JOINT OD280MM	SDR 11MAT-PE100 RATING-PN 16		
Butt joint hdpe	0130500294	HDPE BUTT WELD JOINT OD315MM	SDR 11MAT-PE100 RATING-PN 16		
Butt joint hdpe	0130500295	HDPE BUTT WELD JOINT OD355MM	SDR 11MAT-PE100 RATING-PN 16		
Butt joint hdpe	0130500296	HDPE BUTT WELD JOINT OD400MM	SDR 11MAT-PE100 RATING-PN 16		
Butt joint hdpe	0130500297	HDPE BUTT WELD JOINT OD450MM	SDR 11MAT-PE100 RATING-PN 16		
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Bendhdpe	0130500316	FABRICATED HDPE BEND OD315MM	SDR 11MAT-PE80 RATING-PN 12.5		
Bendhdpe	0130500317	FABRICATED HDPE BEND OD355MM	SDR 11MAT-PE80 RATING-PN 12.5		
Bendhdpe	0130500318	FABRICATED HDPE BEND OD400MM	SDR 11MAT-PE80 RATING-PN 12.5		
Bendhdpe	0130500319	FABRICATED HDPE BEND OD450MM	SDR 11MAT-PE80 RATING-PN 12.5		
SEAMLESS HDPE BEND					
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Bendhdpe	0130500322	SEAMLESS HDPE BEND OD75MM	SDR 11MAT-PE80 RATING-PN 12.5		
Bendhdpe	0130500323	SEAMLESS HDPE BEND OD110 MM	SDR 11MAT-PE80 RATING-PN 12.5		
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Bendhdpe	0130500325	SEAMLESS HDPE BEND OD140 MM	SDR 11MAT-PE80 RATING-PN 12.5		
Bendhdpe	0130500326	SEAMLESS HDPE BEND OD180MM	SDR 11MAT-PE80 RATING-PN 12.5		
Bendhdpe	0130500327	SEAMLESS HDPE BEND OD225MM	SDR 11MAT-PE80 RATING-PN 12.5		
Bendhdpe	0130500328	SEAMLESS HDPE BEND OD280MM	SDR 11MAT-PE80 RATING-PN 12.5		
Bendhdpe	0130500329	SEAMLESS HDPE BEND OD315MM	SDR 11MAT-PE80 RATING-PN 12.5		
Bendhdpe	0130500330	SEAMLESS HDPE BEND OD355MM	SDR 11MAT-PE80 RATING-PN 12.5		
Bendhdpe	0130500331	SEAMLESS HDPE BEND OD400MM	SDR 11MAT-PE80 RATING-PN 12.5		
Bendhdpe	0130500332	SEAMLESS HDPE BEND OD450MM	SDR 11MAT-PE80 RATING-PN 12.5		
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Bendhdpe	0130500334	SEAMLESS HDPE BEND OD63MM	SDR 11MAT-PE80 RATING-PN 12.5		
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Bendhdpe	0130500337	SEAMLESS HDPE BEND OD110MM	SDR 11MAT-PE80 RATING-PN 12.5		
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Bendhdpe	0130500339	SEAMLESS HDPE BEND OD180MM	SDR 11MAT-PE80RATING-PN 12.5		
Bendhdpe	0130500340	SEAMLESS HDPE BEND OD225MM	SDR 11MAT-PE80RATING-PN 12.5		
Bendhdpe	0130500341	SEAMLESS HDPE BEND OD280MM	SDR 11MAT-PE80RATING-PN 12.5		
Bendhdpe	0130500342	SEAMLESS HDPE BEND OD315MM	SDR 11MAT-PE80RATING-PN 12.5		
Bendhdpe	0130500343	SEAMLESS HDPE BEND OD355MM	SDR 11MAT-PE80RATING-PN 12.5		
Bendhdpe	0130500344	SEAMLESS HDPE BEND OD400MM	SDR 11MAT-PE80RATING-PN 12.5		
Bendhdpe	0130500345	SEAMLESS HDPE BEND OD450MM	SDR 11MAT-PE80RATING-PN 12.5		

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HDPE COUPLER					
Coupler Hdpe	0140600302	HDPE COUPLER OD 50MM	SDR 11MAT-PE100 RATING-PN 16		
Coupler Hdpe	0140600303	HDPE COUPLER OD 63MM	SDR 11MAT-PE100 RATING-PN 16		
Coupler Hdpe	0140600304	HDPE COUPLER OD 75MM	SDR 11MAT-PE100 RATING-PN 16		
Coupler Hdpe	0140600305	HDPE COUPLER OD 90MM	SDR 11MAT-PE100 RATING-PN 16		
Coupler Hdpe	0140600306	HDPE COUPLER OD 110MM	SDR 11MAT-PE100 RATING-PN 16		
Coupler Hdpe	0140600307	HDPE COUPLER OD 140MM	SDR 11MAT-PE100 RATING-PN 16		
Coupler Hdpe	0140600308	HDPE COUPLER OD 180MM	SDR 11MAT-PE100 RATING-PN 16		
Coupler Hdpe	0140600309	HDPE COUPLER OD 225MM	SDR 11MAT-PE100 RATING-PN 16		
Coupler Hdpe	0140600310	HDPE COUPLER OD 280MM	SDR 11MAT-PE100 RATING-PN 16		
Coupler Hdpe	0140600311	HDPE COUPLER OD 315MM	SDR 11MAT-PE100 RATING-PN 16		
HDPE stubs					
Stubhdpe	0140600200	HDPE stubs PE 100 SDR11	(PN16)		
Stubhdpe	0140600201	HDPE stubs PE 100 SDR11	(PN16) 200mm		
Stubhdpe	0140600202	HDPE stubs PE 100 SDR11	(PN16) 250mm		
Pipe HDPE					
Pipehdpe	0130500203	Pipe HDPE having OD 125mm	SDR 11 Mat-PE80 Rating PN 12.5		
Pipehdpe	0130500204	Pipe HDPE having OD 160mm	SDR 11 Mat-PE80 Rating PN 12.5		
Pipehdpe	0130500208	Pipe HDPE having OD 200mm	SDR 11 Mat-PE80 Rating PN 12.5		
Pipehdpe	0130500209	Pipe HDPE having OD 250mm	SDR 11 Mat-PE80 Rating PN 12.5		
Teehdpe	0130500400	Houlded HDPE Equal Tee OD125MM	SDR 11 Mat-PE100 Pressure		
Teehdpe	0130500401	Houlded HDPE Equal Tee OD160MM	SDR 11 Mat-PE100 Pressure		
Teehdpe	0130500402	Houlded HDPE Equal Tee OD200MM	SDR 11 Mat-PE100 Pressure		
Teehdpe	0130500403	Houlded HDPE Equal Tee OD250MM	SDR 11 Mat-PE100 Pressure		
Teehdpe	0130500500	Fabricated HDPE equal TeeOD75m	SDR -11 Material PE160mm press		
Teehdpe	0130500501	Fabricated HDPEEqual T OD125mm	SDR -11 Material PE80 PN 12.5		
Teehdpe	0130500502	Fabricated HDPEEqual T OD200mm	SDR -11 Material PE80 PN 12.5		
Teehdpe	0130500503	Fabricated HDPEEqual T OD250mm	SDR -11 Material PE80 PN 12.5		
Bendhdpe	0130500600	Seamless HDPE bend 90D 125mm	SDR -11 Material PE80 PN 12.5		
Bendhdpe	0130500601	Seamless HDPE bend 90D 160mm	SDR -11 Material PE80 PN 12.5		
Bendhdpe	0130500602	Seamless HDPE bend 90D 200mm	SDR -11 Material PE80 PN 12.5		
Bendhdpe	0130500603	Seamless HDPE bend 90D 250mm	SDR -11 Material PE80 PN 12.5		
Moulded HDPE bend 90D 125mm	0130500700	Moulded HDPE bend 90D 125mm	SDR -11 Material PE100 PN 16		
Bendhdpe	0130500701	Moulded HDPE bend 90D 160mm	SDR -11 Material PE100 PN 12.5		
Bendhdpe	0130500702	Moulded HDPE bend 90D 200mm	SDR -11 Material PE100 PN 12.5		
Bendhdpe	0130500703	Moulded HDPE bend 90D 250mm	SDR -11 Material PE100 PN 12.5		
Segmented HDPE Bend					
Bendhdpe	0130500800	Segmented HDPEBend45D OD125mm	SDR -11 Material PE80 PN 12.5		
Bendhdpe	0130500801	Segmented HDPEBend45D OD160mm	SDR -11 Material PE80 PN 12.5		
Bendhdpe	0130500802	Segmented HDPEBend45D OD200mm	SDR -11 Material PE80 PN 12.5		
Bendhdpe	0130500803	Segmented HDPEBend45D OD250mm	SDR -11 Material PE80 PN 12.5		
Segmented HDPEBend90					
Bendhdpe	0130500900	Segmented HDPEBend90D OD125mm	SDR -11 Material PE80 PN 12.5		
Bendhdpe	0130500901	Segmented HDPEBend90D OD160mm	SDR -11 Material PE80 PN 12.5		
Bendhdpe	0130500902	Segmented HDPEBend90D OD200mm	SDR -11 Material PE80 PN 12.5		
Bendhdpe	0130500903	Segmented HDPEBend90D OD250mm	SDR -11 Material PE80 PN 12.5		
HDPE CON REDUCER					
Reducerhdpe	0140600272	HDPE CON REDUCER 125MM X 110MM	SDR -11 Material PE100 PN 12.5		
Reducerhdpe	0140600273	HDPE CON REDUCER 140MM X 125MM	SDR -11 Material PE100 PN 12.5		
Reducerhdpe	0140600274	HDPE CON REDUCER 200MM X 180MM	SDR -11 Material PE100 PN 12.5		
Reducerhdpe	0140600275	HDPE CON REDUCER 225MM X 200MM	SDR -11 Material PE100 PN 12.5		
Reducerhdpe	0140600276	HDPE CON REDUCER 400MM X 315MM	SDR -11 Material PE100 PN 12.5		
Reducerhdpe	0140600277	HDPE CON REDUCER 400MM X 355MM	SDR -11 Material PE100 PN 12.5		
Reducerhdpe	0140600278	HDPE CON REDUCER 450MM X 400MM	SDR -11 Material PE100 PN 12.5		
SEAMLESS HDPE BEND					
Bendhdpe	0130500350	SEAMLESS HDPE BEND OD125 MM	SDR -11 Material PE80 PN 12.5		
Bendhdpe	0130500351	SEAMLESS HDPE BEND OD160 MM	SDR -11 Material PE80 PN 12.5		
Bendhdpe	0130500352	SEAMLESS HDPE BEND OD200MM	SDR -11 Material PE80 PN 12.5		
Bendhdpe	0130500353	SEAMLESS HDPE BEND OD250MM	SDR -11 Material PE80 PN 12.5		
HDPE Lateral					
Lateralhdpe	0140600312	Fabricat HDPE Lateral OD125mm	SDR -11 Material PE80 PN 12.5		
Lateralhdpe	0140600313	Fabricat HDPE Lateral OD160mm	SDR -11 Material PE80 PN 12.5		
Lateralhdpe	0140600314	Fabricat HDPE Lateral OD200mm	SDR -11 Material PE80 PN 12.5		
Lateralhdpe	0140600315	Fabricat HDPE Lateral OD250mm	SDR -11 Material PE80 PN 12.5		
HDPE COUPLER					
Couplerhdpe	0140600316	HDPE COUPLER OD125MM	SDR -11 Material PE100 PN 16		
Couplerhdpe	0140600317	HDPE COUPLER OD160MM	SDR -11 Material PE100 PN 16		
Couplerhdpe	0140600318	HDPE COUPLER OD200MM	SDR -11 Material PE100 PN 16		
Couplerhdpe	0140600319	HDPE COUPLER OD250MM	SDR -11 Material PE100 PN 16		
HDPE Butt weld join					
Butt join hdpe	0130500360	HDPE Butt weld join OD125MM	SDR -11 Material PE100 PN 16		
Butt join hdpe	0130500361	HDPE Butt weld join OD160MM	SDR -11 Material PE100 PN 16		
Butt join hdpe	0130500362	HDPE Butt weld join OD200MM	SDR -11 Material PE100 PN 16		
Butt join hdpe	0130500363	HDPE Butt weld join OD250MM	SDR -11 Material PE100 PN 16		

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HDPE stub for pipe					
HDPE stub	0140600280	HDPE stub for pipe OD 125MM	SDR-11MAT-PE100 Rating PN 16		
HDPE stub	0140600281	HDPE stub for pipe OD 160 MM	SDR-11MAT-PE100 Rating PN 16		
HDPE stub	0140600282	HDPE stub for pipe OD 200 MM	SDR-11MAT-PE100 Rating PN 16		
HDPE stub	0140600283	HDPE stub for pipe OD 250 MM	SDR-11MAT-PE100 Rating PN 16		
HDPE PIPE SABS ISO 4427-					
HDPE PIPE	0130500370	HDPE PIPE SABS ISO 4427-	OD 125 MM PE100 PN16 SDR 11		
HDPE PIPE	0130500371	HDPE PIPE SABS ISO 4427-	OD 160 MM PE100 PN16 SDR 11		
HDPE PIPE	0130500372	HDPE PIPE SABS ISO 4427-	OD 200 MM PE100 PN16 SDR 11		
HDPE PIPE	0130500373	HDPE PIPE SABS ISO 4427-	OD 250 MM PE100 PN16 SDR 11		
HDPE MOULDED T-PIECE					
HDPE MOULDED T-PIECE	0130500374	HDPE MOULDED T-PIECE(PE100 PN	OD 125 MM PE100 PN16 SDR 11		
HDPE MOULDED T-PIECE	0130500375	HDPE MOULDED T-PIECE(PE100 PN	OD 160 MM PE100 PN16 SDR 11		
HDPE MOULDED T-PIECE	0130500376	HDPE MOULDED T-PIECE(PE100 PN	OD 200 MM PE100 PN16 SDR 11		
HDPE MOULDED T-PIECE	0130500377	HDPE MOULDED T-PIECE(PE100 PN	OD 250 MM PE100 PN16 SDR 11		
HDPE FABRICATED T-PIECE					
HDPE FABRICATED T-PIECE	0130500378	HDPE FABRICATED T-PIECE(PE100	OD 125MM PE100 PN16 SDR 11		
HDPE FABRICATED T-PIECE	0130500379	HDPE FABRICATED T-PIECE(PE100	OD 160MM PE100 PN16 SDR 11		
HDPE FABRICATED T-PIECE	0130500380	HDPE FABRICATED T-PIECE(PE100	OD 200MM PE100 PN16 SDR 11		
HDPE FABRICATED T-PIECE	0130500381	HDPE FABRICATED T-PIECE(PE100	OD 250MM PE100 PN16 SDR 11		
HDPE SEAMLESS 90 BEND					
HDPE SEAMLESS 90 BEND	0130500382	HDPE SEAMLESS 90 BEND(PE100PN1	OD 125MM PE100 PN16 SDR 11LON		
HDPE SEAMLESS 90 BEND	0130500383	HDPE SEAMLESS 90 BEND(PE100PN1	OD 160MM PE100 PN16 SDR 11LON		
HDPE SEAMLESS 90 BEND	0130500384	HDPE SEAMLESS 90 BEND(PE100PN1	OD 200MM PE100 PN16 SDR 11LON		
HDPE SEAMLESS 90 BEND	0130500385	HDPE SEAMLESS 90 BEND(PE100PN1	OD 250MM PE100 PN16 SDR 11LON		
HDPE MOULDED 90 BEND					
HDPE MOULDED 90 BEND	0130500386	HDPE MOULDED 90 BEND(PE100PN16	OD 125MM PE100 PN16 SDR 11		
HDPE MOULDED 90 BEND	0130500387	HDPE MOULDED 90 BEND(PE100PN16	OD 160MM PE100 PN16 SDR 11		
HDPE MOULDED 90 BEND	0130500388	HDPE MOULDED 90 BEND(PE100PN16	OD 200MM PE100 PN16 SDR 11		
HDPE MOULDED 90 BEND	0130500389	HDPE MOULDED 90 BEND(PE100PN16	OD 250MM PE100 PN16 SDR 11		
HDPE SEGMENTED 45D & 60D BEND					
HDPE SEGMENTED 45D BEND	0130500390	HDPE SEGMENTED 45D & 60D BE	OD 125MM PE100 PN16 SDR 11		
HDPE SEGMENTED 45D&60D BEND	0130500391	HDPE SEGMENTED 45D & 60D BE	OD 160MM PE100 PN16 SDR 11		
HDPE SEGMENTED 45D&60D BEND	0130500392	HDPE SEGMENTED 45D & 60D BE	OD 200MM PE100 PN16 SDR 11		
HDPE SEGMENTED 45D&60D BEND	0130500393	HDPE SEGMENTED 45D & 60D BE	OD 250MM PE100 PN16 SDR 11		
HDPE SEGMENTED 90D BEND	0130500394	HDPE SEGMENTED 90D BEND (PE100	OD 125MM PE100 PN16 SDR 11		
HDPE SEGMENTED 90D BEND	0130500395	HDPE SEGMENTED 90D BEND (PE100	OD 160MM PE100 PN16 SDR 11		
HDPE SEGMENTED 90D BEND	0130500396	HDPE SEGMENTED 90D BEND (PE100	OD 200MM PE100 PN16 SDR 11		
HDPE SEGMENTED 90D BEND	0130500397	HDPE SEGMENTED 90D BEND (PE100	OD 250MM PE100 PN16 SDR 11		
HDPE CONCENTRIC REDUCER					
HDPE CONCENTRIC REDUCER	0140600284	HDPE CONCENTRIC REDUCER (PE100	OD 125MM >75MM PE100 PN16 SD		
HDPE CONCENTRIC REDUCER	0140600285	HDPE CONCENTRIC REDUCER (PE100	OD 125MM >90MM PE100 PN16 SD		
HDPE CONCENTRIC REDUCER	0140600286	HDPE CONCENTRIC REDUCER (PE100	OD 125MM >110MM PE100 PN16 SD		
HDPE CONCENTRIC REDUCER	0140600287	HDPE CONCENTRIC REDUCER (PE100	OD 140MM >125MM PE100 PN16 SDR		
HDPE CONCENTRIC REDUCER	0140600288	HDPE CONCENTRIC REDUCER PE100	OD 160MM > 110MM SDR11		
HDPE CONCENTRIC REDUCER	0140600289	HDPE CONCENTRIC REDUCER PE100	OD 160MM > 125MM SDR11		
HDPE CONCENTRIC REDUCER	0140600290	HDPE CONCENTRIC REDUCER PE100	OD 160MM > 125MM SDR11		
HDPE CONCENTRIC REDUCER	0140600350	HDPE CONCENTRIC REDUCER PE100	OD 180MM > 160MM SDR11		
HDPE CONCENTRIC REDUCER	0140600351	HDPE CONCENTRIC REDUCER PE100	OD 200MM > 160MM SDR11		
HDPE CONCENTRIC REDUCER	0140600352	HDPE CONCENTRIC REDUCER PE100	OD 200MM > 180MM SDR11		
HDPE CONCENTRIC REDUCER	0140600353	HDPE CONCENTRIC REDUCER PE100	OD 225MM > 160MM SDR11		
HDPE CONCENTRIC REDUCER	0140600354	HDPE CONCENTRIC REDUCER PE100	OD 225MM > 200MM SDR11		
HDPE CONCENTRIC REDUCER	0140600355	HDPE CONCENTRIC REDUCER PE100	OD 250MM > 200MM SDR11		
HDPE CONCENTRIC REDUCER	0140600356	HDPE CONCENTRIC REDUCER PE100	OD 250MM > 225MM SDR11		
HDPE CONCENTRIC REDUCER	0140600357	HDPE CONCENTRIC REDUCER PE100	OD 280MM > 250MM SDR11		
HDPE CONCENTRIC REDUCER	0140600358	HDPE CONCENTRIC REDUCER PE100	OD 315MM > 250MM SDR11		
HDPE FABRICATED LATERAL (PE100					
HDPE FABRICATED LATERAL	0140600359	HDPE FABRICATED LATERAL (PE100	OD 125MM SDR11		
HDPE FABRICATED LATERAL	0140600360	HDPE FABRICATED LATERAL (PE100	OD 160MM SDR11		
HDPE FABRICATED LATERAL	0140600361	HDPE FABRICATED LATERAL (PE100	OD 200MM SDR11		
HDPE FABRICATED LATERAL	0140600362	HDPE FABRICATED LATERAL (PE100	OD 250MM SDR11		
HDPE ELECTROFUSION COUPLER					
HDPE ELECTROFUSION COUPLER	0140600363	HDPE ELECTROFUSION COUPLER (PE	OD 125MM SDR11 PN16		
HDPE ELECTROFUSION COUPLER	0140600364	HDPE ELECTROFUSION COUPLER (PE	OD 160MM SDR11 PN16		
HDPE ELECTROFUSION COUPLER	0140600365	HDPE ELECTROFUSION COUPLER (PE	OD 200MM SDR11 PN16		
HDPE ELECTROFUSION COUPLER	0140600366	HDPE ELECTROFUSION COUPLER (PE	OD 250MM SDR11 PN16		

NB : Kindly see annexure C for more information

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

Notes to Pricing:

- Respondents are to note that if the price offered by the highest scoring bidder is not market-related, FOSKOR may not award the contract to that Respondent. FOSKOR may-
 - negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
 - 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;

Respondent's Signature

Date and Company Stamp

(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.

6.9.1 If a market-related price is not agreed with the Respondent scoring the third highest points, FOSKOR must cancel the RFP.

- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by FOSKOR.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- e) Rates proposed must be aligned with the Guide on Hourly Fee Rates for Consultants” by the Department of Public Service and Administration (DPSA);
- 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), FOSKOR 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	
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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]

1. DISCLOSURE OF CONTRACT INFORMATION

Prices tendered

Respondent’s Signature

Date and Company Stamp

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

Johannesburg Stock Exchange Debt Listing Requirements

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

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

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

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

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

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

2. PRICE REVIEW

 Respondent's Signature

 Date and Company Stamp

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

3. "AS AND WHEN REQUIRED" CONTRACTS *[Remove heading and entire paragraph if not applicable]*

- 3.1 Purchase orders will be placed on the Service provider(s) from time to time as and when Goods/Services are required.
- 3.2 Foskor reserves the right to place purchase orders until the last day of the contract for deliveries to be effected, within the delivery period / lead time specified, beyond the expiry date of the contract under the same terms and conditions as agreed upon.
- 3.3 Delivery requirements may be stipulated in purchase orders and scheduled deliveries may be called for. However, delivery periods and maximum monthly rates of delivery offered by the Respondents will be used as guidelines in establishing lead times and monthly delivery requirements with the Supplier.
- 3.4 Where scheduled deliveries are required, the delivery period(s) specified must be strictly complied with, unless otherwise requested by Foskor. Material supplied earlier than specified may not be paid for or may be returned by Foskor, with the Supplier being held liable for all expenses so incurred, e.g. handling and transport charges.
- 3.5 If the delivery period offered by the Respondents is subject to a maximum monthly production capacity, full particulars must be indicated in Section 4 *[Pricing and Delivery Schedule]*
- 3.6 The Respondent must state hereunder its annual holiday closedown period [if applicable] and whether this period has been included in the delivery lead time offered:

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

4. RETURN OF SURPLUS GOODS *[Remove heading and entire paragraph if not applicable]*

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

YES		NO	
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Respondents are required to indicate a reasonable timeframe during which Foskor may return any surplus goods:

5. RESPONDENT'S SAMPLES *[Remove heading and entire paragraph if not applicable]*

- 5.1 In this RFP Respondents are required to submit samples of the Goods tendered for by it. The sample(s) must be forwarded on or before the deadline date, which is _____, to the addressee hereunder:

Respondent's Signature

Date and Company Stamp

The sample(s) must be clearly marked with the reference number of this RFP and the names and addresses of both the Respondent and the manufacturer.

5.2 Failure to submit the sample(s) in due time may result in a Proposal being rejected. Proposals must under no circumstances be included in the package containing a sample(s).

5.3 The Respondents must state the following:

Has/have a sample(s) been submitted?	How and to whom forwarded?	Date of dispatch

6. PRE-PRODUCTION SAMPLES/PROTOTYPES *[Remove heading and entire paragraph if not applicable]*

6.1 In this RFP, Respondents are required to provide a pre-production sample(s) or prototype(s). The Respondent should state here the time required to deliver the necessary pre-production samples(s) or prototype(s) calculated as from the date of notification of acceptance of its Proposal by FOSKOR:

6.2 NB: Purchase Orders will be placed on the Supplier(s) only after the date of approval of the pre-production sample(s).

6.3 State the number of days/weeks/months after which delivery would commence subject to FOSKOR's approval of the pre-production sample(s) or prototype(s), calculated as from the date of such approval:

7. MANUFACTURERS *[Remove heading and entire paragraph if not applicable]*

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

7.1 Local Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

7.2 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

8. INSPECTION DETAILS *[Remove heading and entire paragraph if not applicable]*

The Respondents must state the actual name(s) and address/addresses of the suppliers of the Goods for inspection purposes only:

Respondent's Signature

Date and Company Stamp

8.1 Local Manufacturer(s)

RFP ITEM NO.	NAME	BUSINESS ADDRESS

8.2 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

9. IMPORTED CONTENT *[Remove heading and entire paragraph if not applicable]*

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

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

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

10. EXCHANGE AND REMITTANCE *[Remove heading and entire paragraph if not applicable]*

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

10.1 ZAR 1.00 [South African currency] being equal to _____ *[foreign currency]*

10.2 _____ % in relation to tendered price(s) to be remitted overseas by Foskor

10.3 _____ [Name of country to which payment is to be made]

10.4 Beneficiary details:

Name [Account holder] _____

Bank [Name and branch code] _____

Swift code _____

Country _____

10.5 _____ [Applicable base date of Exchange Rate used]

Respondent's Signature

Date and Company Stamp

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

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

11. EXPORT CREDIT AGENCY SUPPORTED FINANCE

[Remove heading and entire paragraph if not applicable]

In order to finance its payment obligations under a future contract where foreign transactions are involved, Foskor may consider raising debt financing [an ECA Facility] from one or more banks or financial institutions, with the benefit of export credit agency [ECA] credit support to be provided by an ECA.

Under such circumstances the successful Respondent will agree to undertake:

- a) to provide [and/or cause the Parent/OEM to provide, as applicable] to Foskor and the banks and financial institutions that may participate in the ECA Facility all such assistance as an importer of Goods and/or Services, which are eligible for ECA credit supported finance by an ECA, is generally required to provide for the purposes of obtaining ECA support;
- b) not to do or [as Supplier of the relevant eligible Goods or services] omit to do anything, which may adversely affect Foskor’s prospects of qualifying for or, once obtained, maintaining ECA credit support by an ECA in respect of an ECA Facility.

All costs, expenses, charges and liabilities incurred by Foskor in establishing an ECA Facility with credit support from an Export Credit Agency, may be for the account of Foskor.

12. SERVICE LEVELS

12.1 An experienced national account representative(s) is required to work with Foskor’s procurement department. [No sales representatives are needed for individual departments or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.

12.2 Foskor will have quarterly reviews with the Supplier/Service provider’s account representative on an on-going basis.

12.3 Foskor reserves the right to request that any member of the Supplier/Service provider’s team involved on the Foskor account be replaced if deemed not to be adding value for Foskor.

12.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:

- a) Random checks on compliance with quality/quantity/specifications
- b) On-time delivery

If the Service provider does not achieve this level as an average over each quarter, Foskor will receive a 1.5% [one and a half per cent] rebate on quarterly sales payable in the next quarter.

12.5 The Supplier/Service provider must provide a telephone number for customer service calls.

12.6 Failure of the Supplier/Service provider to comply with stated service level requirements will give Foskor the right to cancel the contract in whole, without penalty to Foskor, giving 30 [thirty] calendar days' notice to the Supplier/Service provider of its intention to do so.

Acceptance of Service Levels:

YES	
-----	--

NO	
----	--

13. TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES

13.1 Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with Foskor in its continuous improvement initiatives to reduce the total cost of ownership [TCO], which will reduce the overall cost of transportation Goods/Services and related logistics provided by Foskor's operating divisions within South Africa to the ultimate benefit of all end-users.

Accepted:

YES	
-----	--

NO	
----	--

If "yes", please specify details in paragraph 6.2 below.

13.2 Respondents must briefly describe their commitment to TCO and continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent's Proposal if there is insufficient space available below.

14. 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:

14.1 Quality and specification of Goods/Services delivered:

14.2 Continuity of supply:

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

Respondent's Signature

Date and Company Stamp



RFP NUMBER: [FOSRBY-RFP-48-24/25]

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

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

carrying on business trading/operating as

represented by _____

in my capacity as _____

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

FULL NAME(S)

CAPACITY

SIGNATURE

Respondent's Signature

Date and Company Stamp



RFP NUMBER: [FOSRBY-RFP-48-24/25]

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.

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

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

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

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

ADDRESS FOR NOTICES

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

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

Name of Entity: _____

Facsimile: _____

Address: _____

Respondent's Signature

Date and Company Stamp

NOTIFICATION OF AWARD OF RFP

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

VALIDITY PERIOD

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

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

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

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

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

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

RETURNABLE DOCUMENTS

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

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

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

a) Mandatory Returnable Documents

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

Respondent's Signature

Date and Company Stamp

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 4 : Pricing and Delivery Schedule	
ANNEXURE A Technical Pre-Qualification/Legal /minimum requirement	
ANNEXURE B : Technical Submission/Questionnaire	

➤

b) Returnable Documents Used for Scoring

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

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 9 of this RFP	
<i>Insert any documents to be used for the technical evaluation that will not result in disqualification but a score of zero for that aspect of the technical evaluation, e.g. number of references or CVs required.</i>	

c) Essential Returnable Documents:

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

Respondent's Signature

Date and Company Stamp

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____

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	Foskor's General Bid Conditions
2	Master Agreement and SLA attached/Foskor Standard Terms and Conditions
3	Foskor's Supplier Integrity Pact
4	Non-disclosure Agreement
5	Specifications and drawings attached to this RFP

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

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

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

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

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date and Company Stamp

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. FOSKOR has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Proposal [RFP];
3. We have been provided with sufficient access to the existing FOSKOR facilities/sites and any and all relevant information relevant to the Goods/Services as well as FOSKOR information and Employees and have had sufficient time in which to conduct and perform a thorough due diligence of FOSKOR's operations and business requirements and assets used by FOSKOR. FOSKOR will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price;
4. At no stage have we received additional information relating to the subject matter of this RFP from FOSKOR sources, other than information formally received from the designated FOSKOR contact(s) as nominated in the RFP documents;
5. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by FOSKOR in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner;
6. We have complied with all obligations of the Bidder/Supplier as indicated in the FOSKOR Supplier Integrity which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with FOSKOR;
7. We declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the FOSKOR Group including any person who may be involved in the evaluation and/or adjudication of this Bid;
8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of FOSKOR;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of FOSKOR in the past 10 years. I further declare that if they were a former employee or board member of FOSKOR in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFP; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

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

ADDRESS:

Respondent's Signature

Date and Company Stamp

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 interest² in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

² 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

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

YES/NO

13.2.1. If so, furnish particulars:

.....

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

YES/NO

13.3.1. If so, furnish particulars:

.....

14 DECLARATION

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

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

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

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ 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.

³ 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

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

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

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

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

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

Respondent's Signature

Date and Company Stamp



RFP NUMBER: [FOSRBY-RFP-48-24/25]

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

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 **[Delete what is not applicable]** 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;
- (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

Respondent's Signature

Date and Company Stamp

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 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

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

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

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

Respondent's Signature

Date and Company Stamp

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]
EME ⁴	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.

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)

⁴ 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

(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:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- 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:.....

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

.....

Respondent's Signature

Date and Company Stamp

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.

WITNESSES

.....

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

DATE:

.....

ADDRESS:

.....

SECTION 10: CERTIFICATE OF ATTENDANCE OF COMPULSORY/NON-COMPULSORY RFP BRIEFING

[if applicable]

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*

attended the site meeting / RFP briefing in respect of the proposed Goods/Services to be rendered in terms of this RFP on
_____ 20__

FOSKOR'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

NOTE:

This certificate of attendance must be filled in duplicate, one copy to be kept by Foskor and the other copy to be kept by the bidder.

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			
Other			

Respondent's Signature

Date and Company Stamp

- (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.
- 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.

Respondent's Signature

Date and Company Stamp

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

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

4. PROCESS TO SATISFY THE NIPP OBLIGATION

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

Bid number Closing date:

Name of bidder.....

Postal address

Respondent's Signature

Date and Company Stamp



RFP NUMBER: [FOSRBY-RFP-48-24/25]

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

Respondent's Signature

Date and Company Stamp

SECTION 13: PROTECTION OF PERSONAL INFORMATION (FOR NORMAL CONTRACT)

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 may further request that Foskop correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to

Respondent's Signature

Date and Company Stamp

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/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za

Respondent's Signature

Date and Company Stamp

SECTION 14: PROTECTION OF PERSONAL INFORMATION (FOR OPERATOR CONTRACT ONLY, DELETE THIS SECTION IF NOT FOR OPERATOR CONTRACT)

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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).
9. 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.
10. 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

11. 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.
12. 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	
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13. 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: _____

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