

FOSKOR MINING

an Operating Division of FOSKOR (PTY) **LTD**

[hereinafter referred to as **Foskor**]

[Registration No. 1951/002918/07]

REQUEST FOR PROPOSAL [RFP]

FOR THE MAINTENANCE AND REPAIR OF EWFD AND CO2 FIRE SUPPRESSION SYSTEMS IN SUBSTATIONS FOT 3 (THREE) YEARS

RFP NUMBER	FOSCO-RFP-82-2024
ISSUE DATE:	07 June 2024
CLOSING DATE:	02 July 2024
CLOSING TIME:	11:30 AM
BID VALIDITY PERIOD:	180 Business Days from 02 July 2024 to 11 March 2025

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

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RFP FOR THE MAINTENANCE AND REPAIR OF EWFD AND CO2 FIRE SUPPRESSION SYSTEMS IN SUBSTATIONS.

SECTION 1: SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE MAINTENANCE AND REPAIR OF EWFD AND CO2 FIRE SUPPRESSION SYSTEMS IN SUBSTATIONS , A DIVISION FOSKOR SOC LTD							
BID NUMBER:	FOSCO-RFP-	ISSUE DATE:	07 JUNE 2024	CLOSING DATE:	02 JULY 2024	CLOSING TIME:	11:30AM
DESCRIPTION	MAINTENANCE AND REPAIR OF EWFD AND CO2 FIRE SUPPRESSION SYSTEMS IN SUBSTATIONS						
BID RESPONSE DOCUMENTS SUBMISSION							
RESPONDENTS ARE TO SUBMIT THEIR BID RESPONSES AT THE RECEPTION OF THE FOLLOWING ADDRESS: Foskor Phalaborwa Head Office, FOSKOR Phalaborwa mine 27 Selati Street Phalaborwa Please include a USB Flash Drive (soft copy) with your submission							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Matlapaneng Thobejane			CONTACT PERSON	Matlapaneng Thobejane		
TELEPHONE NUMBER	011 347 0600			TELEPHONE NUMBER	011 347 0600		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	BenT@foskor.co.za			E-MAIL ADDRESS	BenT@foskor.co.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]					
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE
- 1.4 WWW.SARS.GOV.ZA.
- 1.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.6 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE: _____

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	Maintenance and repair of EWFD and CO2 Fire suppression systems in substations.
TENDER ADVERT	Foskor tenders are advertised on the National Treasury e-tender Portal and Foskor website.
COMMUNICATION	Foskor will publish the outcome of this RFP on the National Treasury e-tender portal within 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form. Any addenda to the RFP or clarifications will be published on the National Treasury e-tender portal and the Foskor website. Bidders are required to check the National Treasury e-tender portal 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	No
CLOSING DATE	02 July 2024 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 tender process. With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12
VALIDITY PERIOD	180 Day from 02 July 2024 to 11 March 2025

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

2 RFP INSTRUCTIONS

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

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

3 JOINT VENTURES OR CONSORTIUMS

Respondents who would wish to respond to this RFP as a Joint Venture [**JV**] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by FOSKOR through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to FOSKOR.

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

4 COMMUNICATION

- 4.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted to **Matlapaneng Ben Thobejane** before **28 June 2024** via email to **BenT@foskor.co.za**, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, FOSKOR's response to such a query will be published on the National Treasury e-tender portal and the FOSKOR website.
- 4.2 Respondents are to note that changes to its submission will not be considered after the closing date.
- 4.3 Respondent may also, at any time after the closing date of the RFP, communicate with the name of delegated individual on any matter relating to its RFP response:

Email: **MphoT@foskor.co.za**

It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of FOSKOR in respect of this RFP between the closing date and the date of the award of the business.

- 4.4 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 4.5 All unsuccessful bidders have a right to request FOSKOR to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

5 CONFIDENTIALITY

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

6 COMPLIANCE

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

7 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.

8 DISCLAIMERS

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

- 8.1 modify the RFP's Goods/Services and request Respondents to re-bid on any such changes;
- 8.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 8.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 8.4 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 8.5 cancel the bid process;
- 8.6 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;
- 8.7 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 8.8 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;
- 8.9 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;
- 8.10 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.

9 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.

10 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.

11 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.

12 TAX COMPLIANCE

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

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

The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

SECTION 3: BACKGROUND AND SCOPE OF REQUIREMENTS

1. BACKGROUND

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

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

2. SCOPE OF WORK

General Scope Considerations:

- Contractors must be registered with the following professional bodies:
 - SAQCC D&GS – with a minimum 'commissioner status' is required.
 - FDIA (Fire Detection Installers Association)
 - ISO 9001 2015 listed.
- Where subcontractors are utilized, both the main contractor and the sub contractor must have minimum three years experience in maintenance and repair of fire detection and suppression systems in substations. The main contractor and the sub contractor must also be affiliated with FDI and be registered with SAQCC.
- The contractor will be responsible for the daily inspection/maintenance of Foskor's CO2 systems and EWFD and adhere to Foskor's safety standards
- Working hours:

Monday to Thursday	-	06H15 – 15H30
Friday	-	06H15 – 12H30
- It is required that the contractor must have a permit to work at Foskor; contractor must comply to all requirements of permit and must have their own 2.6.1 appointee who has passed the Foskor 2.6.1 exams.
- There must be at least 3 people's team for this contract so that if one has to take leave then other 2 may still do the job in the substations. The contractor must have bakkie with ROPS and rotating light so that it can go to all areas of Foskor.
- It will be necessary for the contractor to have a team to do standby after hours and during weekends for attending to call outs and breakdowns.
- A weekly meeting will be held on a Monday before 10.00 with the Services Electrical supervisor/ Planner to discuss the work in progress.

- A weekly report for the previous week inspection and status of Early Warning Fire Detection System to be compiled and sent to Foskor by COB every Tuesday of the following week.
- Response time:

Breakdown (Priority 1)	-	Within 30 min
Urgent (Priority 2)	-	Within 24 hours
Normal (Priority 3)	-	Within 3 – 7 days
- If any area or substation will be without detection or protection for more than 24 hours, please inform Services Electrical Supervisor to ensure all parties are informed, e.g. Insurance Company.
- Contractor needs to keep following spares which can be invoiced incase Foskor needed it on breakdown basis:
 - a. 20 Numbers of Filters
 - b. 2 numbers of Aspirators
 - c. 1 Power supply
- The following will be available at the Services Electrical workshop:-
 - Fresh water supply
 - Wastewater drainage
 - Ablution facilities
 - Compressed or plant air supply
 - 220v and 380v Power supply

PLANNED SCHEDULED MAINTENANCE

WEEKLY SERVICE

- All systems will be visually checked weekly for correct operations and the presence of alarms or faults.
- Remote control system and network needed to be checked and any fault needed to be rectified and reported.
- A weekly report on the status of EWFD (Early Warning Fire Detection System) to be compiled and recommendations highlighted on any shortcomings found
- If the system operated due to presence of fire or due to false alarm, the event recording on the system should be downloaded and download results sent to Foskor Electrical Supervisor within 24 hours of the alarm

QUARTERLY SERVICE

All the systems will be fully serviced on a quarterly basis at which time the following tasks are performed:-

- Each zone will be tested for fire and fault conditions
- All break glass manual alarm units shall be checked for satisfactory operation.
- All standalone control units shall be checked to ensure that the alarm signals are correctly received
- Audible alarms at control panels and in fire zones shall be tested
- All equipment other than (air-conditioning units) activated or deactivated by detection and alarm system shall be checked for operation
- All of the detectors cleaned and tested during each service
- All the remote indicators associated with above detectors shall be checked for satisfactory operation
- All visual and audible alarms associated with the zones being tested to be checked for correct operation

- All control signals to remote stations and equipment within the complex shall be tested for satisfactory operation
- Power supply units shall be checked for satisfactory operation
- Check if battery charges are delivering charge to the batteries
- Load test on batteries to be conducted
- Checking of manual and automatic mode of operation of the gas control unit
- Check reaction upon detection of fire in the zone such as:
 - Alarm upon first detection and associated outputs for closing doors and shutting of air-conditioning equipment
 - Audible alarms
 - Upon coincidence (two adjacent detector circuits activated) the call for suppression discharge after time delay and sounding of evacuation tone
 - Checking manual operation of extinguishing system (without suppression discharge)
 - Carry out complete inspection and test all alarm equipment
 - Check operation of weights where applicable, cylinder release mechanism, time delays, audible and visual alarms.
 - Check automatic operation (without suppression discharge)
 - Check contents of every cylinder with an isotope (or similar) tester
 - Check the availability of the cylinder caps for transport to and from test facility
- A report will be generated after each service highlighting the shortcomings on the system, with recommendations and costing to bring the system up to standard

YEARLY SERVICE

- Full Annual service on the CO2 suppression system should be conducted by the competent person
- CO2 cylinders need to pressure tested every 10 years (should the pressure tests be due, Foscok must be notified within 30 days in order to plan for replacements whilst the cylinders are sent for pressure testing)

SPARES

- Contractor must keep inventory of critical spares such as power supplies, filters and batteries, the critical spares must be readily available on site to make sure that the defects are repaired immediately. The spares will only be charged to Foscok when used
- The list of critical spares needed to be submitted to Foscok.
- The only spares that Foscok will be responsible for is the CO2 bottles

JOB CONTROL

- Foscok's electrical department will distribute a job card to the contractor
- The job card will reflect all the relevant information of the unit to be repaired or serviced
- The services foreman or plant personnel will give authority to the contractor's personnel to enter the applicable area

on the job card

- A HIRA will be correctly filled in for each job to be done. Contractor to ensure to have relevant permits for specific jobs like hot work permit based on HIRA.
- After completion of the job, exact details of repair work done must be captured on the job card
- Foskop personnel will sign off the job card for the work done as to indicate their satisfaction and that the system is working correctly

STANDBY

It is requirement that there must always be a team on standby after hours daily and during weekends to attend to call outs. The reaction time for employees to attend to call outs is 30 minutes.

SAFETY

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

- i. The service provider and sub service providers need to comply with the Mine Health and Safety act at all times. All Foskop COP's Policies and procedures needs to be adhered to.
- ii. A service provider 2.9.2 to be permanently on site.
- iii. Medical, Induction, Foskop ID Card, etc. is approximately R800 per Person. (Valid for one year) Exit medicals need to be done at termination of contract.
- iv. The Successful tenderer will be required to compile a Foskop Work permit and at least 2 weeks should be allocated for this. The service provider must provide the following appointed persons in terms of the MHSA: 2.6.1; 2.9.2 and Section 29(1) – SHE REP for the duration of the contract
- v. All vehicles and cranes and other TMM's to be inspected before entering Foskop Premises. All LDV's and trucks must have a copy of the brake test and a lamination test report with a Foskop pre use checklist filled in correctly.
- vi. The service provider must compile a Safety File as per Foskop standard for all service providers and sub-service providers
- vii. Site access will need to be controlled and all persons must receive site specific induction before entering the site.
- viii. Conduct inspections as per Foskop Safety System. Analyse data and trends and recommend preventative measures where required
- ix. Ensure all authorizations are in place as per the Foskop Safety System. Arrangement with Foskop training to be done by the service provider to ensure that authorization and training is conducted. Arrange timeously.
- x. Ensure all workers competencies are available and have been validated for the work to be performed.
- xi. Ensure proper security, sign boards, fencing and barricading is in place on site where applicable to protect all material, spares, tools, etc.
- xii. The service provider shall in general comply with the FOSKOR General Engineering Specifications, COP's, latest revisions and all relevant regulations
- xiii. The service provider must complete a Baseline Risk Assessment (COP 01) before a work permit can be issued for the installation.
- xiv. All service providers not in possession of a valid Foskop ID card will have to complete the Foskop induction course and will have to undergo a medical examination at the Foskop clinic for the service provider's account

- xv. The service provider shall be responsible for coordinating and integrating his schedule and responsibilities with other FOSKOR appointed contract manager on site for this Scope of Work.
- xvi. All personnel operating mobile equipment including LDV's must have a Foskor driver's permit.
- xvii. An open Pit Licence is required for driving in the mining area's
- xviii. All the required PPE and Safety Equipment are for the service provider's account.
- xix. All service providers must ensure that:
 - a. His workers are issued with the correct personal protective equipment free of charge.
 - b. That the workers wear the PPE in accordance with the project area's requirements or as given by the service provider Supervisor.
 - c. Training is provided in the correct use of PPE to workers. Proof to be submitted in the safety file.
 - d. Daily inspections are done on PPE.
 - e. The registers will be completed at least monthly on findings on PPE. (All PPE must be kept in good condition)
- xx. All providers of services need be informed of the following minimum training is applicable to all service providers (irrespective of the tasks or scope of work) that will enter Foskor Phalaborwa site with effect from 1 April 2014. This training is not presented by Foskor Training section and service providers must ensure that the training is sourced through accredited external training companies:
 - a. Basic health and safety principles
 - b. HIRA
 - c. First Aid Training. Proof of training to be included in the safety file
- xxi. All other training requirements must be aligned with the baseline risk assessment. Risks identified in the baseline risk assessment will guide the requirements for training. A summary of the training must be completed as well as status on required authorization as per Foskor COP's.
- xxii. Training certificate will be accepted if complying to the following:
 - a. Unit Standard Title
 - b. Learner Full name
 - c. Learner ID number
 - d. Competency achieved
 - e. Date of Assessment
 - f. Assessors signature
 - g. Training provider logo
 - h. Training provider registration number and accreditation number.
 - i. Seta logo

LEGISLATIVE REQUIREMENTS – SUMMARY

Minimum Legislative Requirements:

The successful or appointed service provider shall comply with:

- i. The Mines Health and Safety Act with Regulations (Latest revision)
- ii. The National Road Traffic Act with Regulations (Latest revision)
- iii. All applicable national and international legislative requirements and regulations.
- iv. Foskor (Pty) Ltd. COP (Code Of Practise) No. 25 for Service provider Control (Available on request)
- v. Foskor (Pty) Ltd. COP (Code Of Practise) No. 59 for Trackless Mobile Machinery (Available on request)

- vi. All Foskor (Pty) Ltd. safety, health, quality and environmental procedures applicable to the successful application of the contract. (Available on request)
- vii. All Foskor procedures and policies applicable to the successful application of the contract. (Available on request)

Summarised requirements/extracts from Foskor COP's

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

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

Before entering and working on the Foskor site the appointed service provider shall ensure that his workmen are:

- i. Briefed on the required task and have been informed of any abnormal conditions/situations.
- ii. Physically, emotionally and mentally fit to perform their duty.
- iii. Issued with the necessary PPE (Personal Protective Equipment) to safely operate his service vehicles and perform the duty of maintaining, servicing, inspecting and testing earthmoving- and mobile equipment.
- iv. Before commencement of work:
 - a. All tools and equipment shall have been inspected and tested to be in a good and safe working order.
 - b. All workmen have participated in the completion of a standard Foskor site risk assessment (Commonly known as a HIRA or Hazard Identification and Risk Assessment) and taken appropriate actions to mitigate any identified hazards.
 - c. The job card is signed on and the equipment is signed over for the work to be completed.

Before entering and working on the Foskor site the appointed service provider shall ensure that his portable electrical equipment have been tested and declared safe to use by the Foskor RESPONSIBLE Electrical Workshop. Switching, isolation, test for power and barricading are Foskor functions. It will be **witnessed** by the contractor before **Lock Out** is performed by all personnel **working on the equipment** and the register is signed. The HIRA will be discussed and signed by all. Then the work may start.

PERMIT TO WORK

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

- i. The PERMIT TO WORK can be obtained from- and on completion returned to the Legal Administrator, Foskor Safety department.
- ii. Obtain a contract number from the Foskor procurement or projects department.
- iii. Appoint a subordinate manager in accordance with Regulation 2.6.1 and an on-site supervisor in accordance with Regulation 2.9.2 of the Mines Health and Safety Act.

The appointed subordinate manager and -supervisor shall be required to write and pass the Foskor 2.6.1 and 2.9.2 legal examinations within 30 days after being awarded this contract.

Attend a hour long legal exam briefing any Thursday between 08:00 and 09:00 at the Security training hall.

Write legal examination any Friday between 07:30 and 10:30 at the Security training hall. (Please pre-book)

- iv. Appoint an on-site SHE-Rep in accordance with section 29(1) of the MHSA to assist the Regulation 2.6.1 and 2.9.2 in the daily on-site management of health, safety and environmental issues.

The designated SHE Rep must have the ability to read, write and express him/herself.

The appointed SHE-Rep shall be required to attend a five day SHE-Rep training course within 30 days after being awarded this contract. (Training free of charge). Make booking on 015 789 2531

A pre-requisite for attending the SHE-Rep training course is successful completion of Basic Health & Safety Principals- and HIRA training.

See Foskor's COP 5 Health and Safety Representatives for details.

- v. Provide a name list, including ID numbers, residential and postal addresses and telephone numbers of all the appointed service provider's on-site employees.
- vi. All the appointed service provider's on-site employees shall undergo a full medical examination at the Foskor on-site Clinix Clinic. The clinic can be contacted at 015 789 2427 for an appointment.
- vii. Women who are pregnant or suspect that they may be pregnant must notify the examining medical practitioner.
Please note: All NEW- and employees LEAVING the service of the appointed service provider must undergo a full entry or exit medical examination
- viii. The appointed service providers designated on-site drivers shall receive competence testing and authorisation to operate vehicles on the Foskor site.
- ix. All the appointed service providers' employees shall receive/have received training in:
 - a. First aid level 1 (Provide own training)
 - b. Working at heights (Provide own training)
 - c. Basic Health & Safety Principals (Provide own training)
 - d. HIRA (Provide own training)
 - e. Basic fire fighting. (Provide own- or receive Foskor training, contact 015 789 2531 to book)
 - f. Lock out. (Provide own- or receive Foskor training, contact 015 789 2531 to book)

All training not provided by Foskor must be verified by the Foskor training superintendent Mr. Johan Fouche. Please contact him on 015 7789 2525 to make an appointment or alternatively email proof of training and certificates to johanfo@foskor.co.za to confirm compliance before requesting his approval on the PERMIT TO WORK.
- x. All the appointed service providers' on-site employees shall receive the basic Foskor site induction training at the Foskor Security office.
- xi. All the appointed service providers' on-site employees shall receive site specific induction training provided by the Foskor area Regulation 2.6.1 appointee/s.
- xii. A BRA (Baseline Risk Assessment) shall be completed for ALL "typical" tasks that will be completed under this contract. The BRA to be approved by the responsible Foskor MHSA 2.13.1 appointee and signed by all of service

providers employees. Make use of Foskor's own BRA document, Annexure 1.2, contained in COP 1, Risk and Opportunities Management (Available on request)

- xiii. Attach a detailed SCOPE OF WORK describing the required task and -outcome of this contract.
- xiv. All Foskor's appointed MHSA Regulation 2.9.2, 2.6.1, 2.13.1 and 3.1.a managers must undersign/approve the PERMIT TO WORK in their area of responsibility.
- xv. Registration and proof of payment under the Compensation for Occupational Injuries and Diseases Act, no. 130 of 1993. Registration number must be provided.
- xvi. SARS issued tax clearance certificate.
- xvii. All relevant documentation and/or evidence of compliance must be attached to the PERMIT TO WORK.
- xviii. Upon successful completion and approval of the PERMIT TO WORK the security department will issue the appointed service providers' employees with access ID cards.
- xix. Any other documents, certificates or records as requested by a Foskor official deemed necessary to ensure that all safety, legislative and administrative requirements have been met must be attached to the PERMIT TO WORK.
- xx. The appointed service provider must allow at least three to ten working days to complete all the PERMIT TO WORK requirements.

SAFETY FILE

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

Before any work may commence, the appointed service provider must, IN CONJUNCTION WITH THE FOSKOR SAFETY DEPARTMENT, compile a SAFETY FILE specifically for THIS contract. (Contact the area responsible safety representative, Ms Nnete Napo at 015 789 2547 / nneten@foskor.co.za or attend the monthly service providers meeting every 2nd Monday of the month (3rd Monday if 1st or 2nd Monday a public holiday) at 13:30 in the Foskor Plant Training hall)

FOSKOR SHE FILE INDEX / TABLE OF CONTENT - Typical

OHSAS / ISO clause / Description of item File divider

A. Clause 4.2: OH&S Policy SHEQ1; plus other policies	A
B. Clause 4.3.3: Objectives and programs COP88: Objectives, targets and management programmes Clause 4.3.1: Hazard identification, risk assessment and determining controls COP1: Foskor risk management	B
C. Clause 4.1.1: Resources, roles, responsibility, accountability and authority Clause 4.3.2: Legal and other requirements	C

COP2: Legal, other requirements and appointments	
COP5: Health and safety representatives	
Organogram	
D. Clause 4.4.2: Competence, training and awareness	D
COP9: First-aid training	
COP 15: SHREQ training	
COP 17: Mobile, technical and process training	
E. Clause 4.4.3: Communication, participation and consultation	E
COP6: Committees and	
COP7: Communication	
Clause 4.4: Implementation and operation	
F. COP01: Critical task descriptions	F
G. COP42: Lighting: natural and artificial	G
COP43: Occupational health programme on thermal stress	
COP86: Exposure and Airborne Pollutant reports	
H. COP44: Toilets / Kitchen / Change room	H
I. COP49: Waste management	I
COP58: Hazardous chemical substances and control	
J. COP53: Lock out Procedure	J
K. COP55: Ladders	K
L. COP56: Lifting Equipment / Tackle; Scraper/Mono winches	L
M. COP57: Gas cylinders and pneumatic tools	M
<u>OHSAS / ISO clause / Description of item</u>	<u>File divider</u>
N. COP59: Vehicle inspection and licences	N
O. COP60: Portable electrical equipment: checks and registers	O

P.	COP61: Earth leakage Relays register	P
Q.	COP62: Electrical installations and machinery	Q
R.	COP63: Hand tools	R
S.	COP64: Ergonomics	S
T.	COP65: PPE; records of PPE issued	T
U.	Clause 4.4.7: Emergency preparedness and response	U
	COP69: Fire fighting equipment	
	COP72: Fire fighting / emergency drill	
	COP74: Emergency preparedness and response	
V.	COP93: Conveyor belts	V
W.	COP94: Gas cutting equipment: Monthly checks & registers	W
X.	COP95: Confined spaces	X
Y.	COP96: Working on Heights	Y
	COP97: Erection and Use of Scaffolding	
Z.	COP98: Water Safety	Z
AA.	COP99: MCOP Risk Based Fatigue Management	AA
	COP100: MCOP Medical incapacity due to ill health	
	COP102: MCOP Risk-Based medical Care on Mine Premises	
BB.	COP101: MCOP Right to Refuse Dangerous Work or Withdraw from dangerous Workplace	BB
CC.	COP103: Use of Mobile Devices on Mine Premises	CC
DD.	COP104: MCOP the Prevention of Fires at Mines	DD
NOTE:	1) A Foskor representative may add or remove any other Foskor safety, health, quality and environmental policies and/or procedures deemed applicable. 2) If a COP is not applicable to this contract/project, please complete and attach the "Not applicable" form in the space of the COP	

TYPICAL CONTENTS OF SAFETY FILE:

- i. Title and index cover page
- ii. A copy of the PERMIT TO WORK.
- iii. A copy of the MHSA Regulation 2.6.1 and -2.9.2 and SHE Rep appointment letters.
- iv. A copy of Foskop COP 25, Service provider control.
- v. A copy of LME (Lifting Machine Entity) registration certificate with the Department of Labour.
- vi. Copy of LMI (Lifting Machine Inspector) registration certificate with the Engineering Council of South Africa in the employment of the service provider.
- vii. Base line risk assessment of ALL and ANY POTENTIAL tasks that may be performed on site under this contract. See Foskop COP 26, Critical Task Descriptions for details.
- viii. Copies of critical task descriptions and standard operating/maintenance procedures.
- ix. Copies of the appointed service providers safety, health, environmental, HIV and AIDS, smoking and waste management policies.
- x. Training records of all on-site employees.
- xi. Employee records of actual time worked (Normal and overtime).
- xii. Copy of on-site induction training.
- xiii. Records of inspections of TMM (Trackless Mobile Machinery) and trailers. See Foskop COP 59, Trackless Mobile Machinery for details.
- xiv. Records of issues and inspections of PPE (Personal Protective Equipment) and safety equipment. See Foskop COP 65, Personal Protection Equipment for details.
- xv. Records of issues and inspections of PEE (Portable Electrical Equipment). See Foskop COP 60, Portable electrical Equipment for details.
- xvi. Records of issues and inspections of tools and equipment. See Foskop COP 63, hand tools for details
- xvii. Records of daily, weekly and monthly 2.6.1 / SHE Rep safety inspections. See Foskop COP 22, SHE Inspections for details.
- xviii. Records of daily green-area and safety talks. See Foskop COP 7, Communication for details.
- xix. Any other documents, certificates or records as requested by a Foskop official deemed necessary to ensure that all safety, legislative and administrative requirements have been met.

Note: The bidder / Service provider can obtain an updated CD/Disk with all Foskop COP's from Bridget Cole at the Projects Department on 015 789 2249 or bridgetc@foskor.co.za.

COP 25 – CONTRACTORS LEGAL OBLIGATION AND MINIMUM REQUIREMENTS

Refer to Annexure A

Reminder of Risk identification – LIFE SAVING BEHAVIOURS

1. Trackless Mobile Machinery
2. Working at Heights
3. Lock-out
4. Lifting Machinery

5. Working with live electrical installations
6. Confined spaces
7. Machine guarding
8. Conveyors
9. Machine Safety Devices

Risk assessment is also on life saving behaviours – but this is applicable to all jobs and training apply to all that will do physical work!

6.1 Add any Additional safety requirements

1 TYPICALLY ROPS FOR TAILINGS OR ANY SPECIAL REQUIREMENT GREEN ECONOMY / CARBON FOOTPRINT

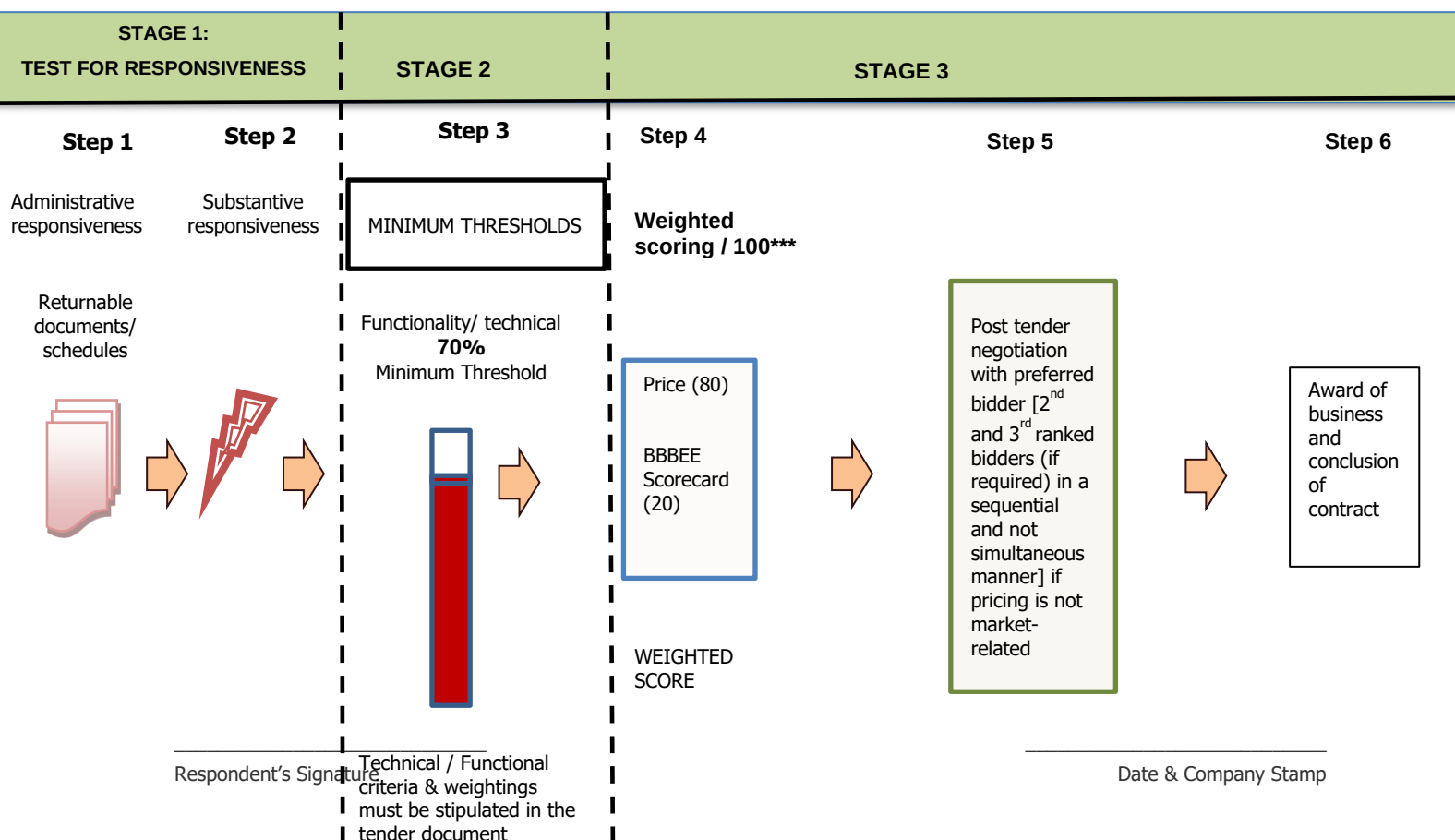
Foskor wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

2 GENERAL SERVICE PROVIDER OBLIGATIONS

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

3 EVALUATION METHODOLOGY

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



B: 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).

3.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

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

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

3.2 STEP TWO: Test for Substantive Responsiveness to RFP

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

Check for substantive responsiveness	RFP Reference
• Whether any general and legislation qualification criteria set by Foskor, have been met	<i>All sections including: Section 2 paragraphs, 2.2, 6.</i>
• Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule	<i>Section 4</i>

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

3.3 STEP THREE: Minimum Threshold 70% points for Technical Criteria

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

Evaluation Criteria (Technical)				
No	Technical Criteria Description	% Contribution	Proof / documents to be submitted	Notes
1	Contractor previous experience in Fire system detection and suppression in substations			
a)	Company - Previous experience in fire detection in substation utilising VESDA system in a mining environment Scoring: 1 year =25%; 2 years 50%; 3 years = 75%; 4 years =100%	20%	Provide reference list of projects, with values and contact numbers for verification. Proof of award letters for previous work can also be provided. <u>Annexure A</u>	
b)	Previous experience in fire suppression utilising CO2 system in substation in a mining environment Scoring: 1 year =25%; 2 years 50%; 3 years = 75%; 4 years =100%	20%	Provide reference list of projects, with values and contact numbers for verification. Proof of award letters for previous work can also be provided. <u>Annexure A</u>	
2	Team competence/capability			
a)	Team – organogram with roles and responsibility of the team. Comprehensive CV of each member of the team Scoring: (experience > 4 years = 100%, experience 3 – 4 years = 75%, experience < 3 years = 50%, experience < 2 years = 25%, no qualifications = 0%)	20%	Provide organogram of the team with comprehensive CV for each member of the team <u>Annexure B</u>	
b)	Team – proof of SAQCC D & G certificate for each member of the team Scoring: No Comply = 0 %; Comply 100 %	15%	Provide proof of certificates <u>Annexure B</u>	
3	Company Capacity			
a)	Company – Proof of FDIA registration number or proof of SAQCC registration number, ISO 9001:2015 certificate	15%	Provide company FDIA registration certificate or Provide SAQCC D & G registration certificate Provide ISO 9001: 2015 certificate	

	Evaluation Criteria (Technical)			
No	Technical Criteria Description	% Contribution	Proof / documents to be submitted	Notes
b)	Scoring: No Comply = 0 %; Comply 100 %			
	Quality Planning, Quality assurance/control plan, Quality Control	10%	Provide documentation of one (1) previous signed off quality plan involving installation of VESDA system in substation	
	Total Technical Score	100.00%		
	Note: In order to qualify for the second evaluation phase (commercial) your company need to score a minimum of 70% on the technical evaluation.			

The minimum threshold of 70% for technical/functionality [Step Three] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation.

3.4 STEP FOUR: Evaluation and Final Weighted Scoring

a) Price Criteria [Weighted score 80 points]:

Evaluation Criteria	RFP Reference
Commercial offer	Section 4

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

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

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.

3.5 **SUMMARY: Applicable Thresholds and Final Evaluated Weightings**

Thresholds	Minimum Threshold
Technical	70

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

3.6 **STEP FIVE: Post Tender Negotiations (if applicable)**

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

3.7 **STEP SIX: Award of business and conclusion of contract**

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

SECTION 4: PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the table below:

Maintenance & Repair EWFD & CO2 Fire Suppression Systems in Substations

All items of expense to be Included in Pricing Schedule, including but not limited to:

- All labour and supervision, including transport, accommodation, meals, etc.
- All expertise, skill and technical support, Supervision, Administration, Safety, etc.
- Cost for any subservice providers/service providers used.
- All consumables required to Execute the work as per the Scope, Pricing Schedule.
- All Supervision, Transport, Site Security, etc.
- All Safety Related items required to execute the task (Work Permit, PPE, Training, Medicals, etc).

No	ITEM	Unit	Estimated quantity	Rate	Total
1	Maintenance & service of 124 substations EWFD fire detection systems and remote monitoring system and network.	Year	3		
2	Maintenance and service of 10 substations CO2 suppression systems	year	3		
3	Site Establishment (including permit requirements and safety requirements)	Once off			
4	Spares cost(Supplier to provide a comprehensive list of spares and their recommended quantities.	Once off			
4.1	Monthly rental	year	3		
4.2	Other cost(give details)				

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

Notes to Pricing:

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Foskor may not award the contract to that Respondent. Foskor may-
 - (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
 - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP;
 - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.

If a market-related price is not agreed with the Respondent scoring the third highest points, Foskor must cancel the RFP.
- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by Foskor.

Respondent's Signature

Date & Company Stamp

- 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) 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.
- h) 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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DISCLOSURE OF CONTRACT INFORMATION.

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

1. PRICE REVIEW

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.

2. 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:

2.1 Quality and specification of Goods/Services delivered:

2.2 Continuity of supply:

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

Respondent's Signature

Date & Company Stamp

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

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

carrying on business trading/operating as

represented by _____

in my capacity as _____

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

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I/We hereby offer to supply/provide the abovementioned Goods/Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

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

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

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

Should Foskor decide that a formal contract should be signed and so inform me/us in a letter of award, 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.

Respondent's Signature

Date & Company Stamp

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

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

ADDRESS FOR NOTICES

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

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

Name of Entity: _____

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFP

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

VALIDITY PERIOD

Foskor requires a validity period of 180 Business Days from 04 June 2024 to 11 February 2025 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)

Respondent's Signature

Date & Company Stamp

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:

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 4 : Pricing and Delivery Schedule	
The main contractor and the sub contractor must also be affiliated with FDI and be registered with SAQCC.	
ISO 9001 2015 listed.	

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	

The bidding company must provide a Company Profile that indicates years of business in Engineering Pump & Pipeline Service.	
Respondents must Provide Valid Registration and proof of payment under the Compensation for Occupational Injuries and Diseases Act (COIDA Certificate), no. 130 of 1993. Registration number must be provided.	

c) Essential Returnable Documents:

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

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
SECTION 1: SBD1 FORM	
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 11: Protection of Personal Information	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
Company/Trust or CC registration documents (CIPC)	
Directors Identity Document (certified copies)	
Tax clearance certificate and Valid SARS Pin	
CSD Registration report	

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

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESSES

1 _____

Name _____

ADDRESS OF WITNESSES

Respondent's Signature_____
Date & Company Stamp

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT & APPLICABLE DOCUMENTS

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

1	Annexure A - COP 25 – Contractors legal obligation and minimum requirements
2	Annexure B – Foskor standard terms and conditions
3	Annexure C- Non disclosure agreement
4	annexure D- General bid conditions
5	Annexure e – Integrity pack
6	Annexure H - List of substations

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

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Foskor's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from any term or condition may result in disqualification. Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond on, before submitting the bid. **The Bidder agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.**

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

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER/EMPLOYEE:

ADDRESS:

Indicate nature of relationship with Foskor:

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

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

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

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

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

13 Bidder's declaration

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

YES/NO

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

Full Name	Identity Number	Name of State institution

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

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

YES/NO

13.2.1. If so, furnish particulars:

.....
.....

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

YES/NO

13.3.1. If so, furnish particulars:

.....

14 DECLARATION

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

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

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

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used 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.

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

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

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

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

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

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

For and on behalf of	AS WITNESS:

duly authorised hereto	
Name:	Name:
Position:	Position:

Signature:	Signature:
	Registration No of Company/CC
	Registration Name of Company/CC

SECTION 8: RFP CLARIFICATION REQUEST FORM

RFP No: FOSCO-RFP-82-2024

RFP deadline for questions / RFP Clarifications: Before 28 June 2024 11:30am

TO: Foskor (Pty) Ltd

ATTENTION: Matlapaneng Thobejane

EMAIL BenT@foskor.co.za

RFP Clarification No [to be inserted by Foskor] FOSCO-RFP-82-2024

REQUEST FOR RFP CLARIFICATION

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

Respondent's Signature

Date & Company Stamp

SECTION 9: B-BBEE PREFERENCE POINTS CLAIM FORM

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

Foskor will award preference points to companies who provide valid proof of their B-BBEE status using 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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Foskor shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance

fund contributions and skills development levies;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

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

- 4.1 In terms of Regulation 6 (2) 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

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

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

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

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

Designated Group: An EME or QSE which is at 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 propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

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

WITNESSES

1.
2.

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

DATE:

ADDRESS

SECTION 10: SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**INTRODUCTION**

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

1. PILLARS OF THE PROGRAMME

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

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with their bid documentation at the closing date and time of the bid.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIPP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid number;
 - Description of the goods or services;
 - Date on which the contract was awarded;
 - Name, address and contact details of the contractor;
 - Value of the contract; and
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za 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 FOSCO-RFP-82-2024 Closing date: 02 July 2024

Name of bidder.....

Postal address

.....

Signature.....

Name (in print).....

Date.....

SECTION 11: PROTECTION OF PERSONAL INFORMATION

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

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

2. Foskor will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is “Foskor” and the Data subject is the “Respondent”. Foskor will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Foskor reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Foskor.
5. In responding to this bid, Foskor acknowledges that it will obtain and have access to personal information of the Respondent. Foskor agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Foskor further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Foskor and/or its authorised appointed third parties.
7. Furthermore, Foskor will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Foskor requires the Respondent to process any personal information disclosed by Foskor in the bidding process in the same manner.
8. Foskor shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).
9. Foskor shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all

necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

10. The Respondent may, in writing, request Foskor to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Foskor correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Foskor's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

YES		NO	
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12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Foskor against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

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