



FOSKOR MINING

an Operating Division of FOSKOR (PTY) LTD

[hereinafter referred to as **Foskor**]

[Registration No. 1951/002918/07]

REQUEST FOR PROPOSAL FOSCO-RFP-26-2024 FOR THE PROVISION OF RENTAL OF MOBILE CRANES, INCLUDING OPERATOR, OR OPERATORY ONLY, AS REQUESTED FROM TIME-TO-TIME FOR FOSKOR MINING DIVISION (PHALABORWA) FOR A PERIOD OF 3 YEARS

RFP NUMBER	FOSCO-RFP-26-2024
ISSUE DATE:	25 June 2024
CLOSING DATE:	23 July 2024
CLOSING TIME:	12:00 PM
BID VALIDITY PERIOD:	180 Business Days from Closing Date [17 March 2025]

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Respondent's Signature

Date & Company Stamp

RFP FOR THE PROVISION OF RENTAL OF MOBILE CRANES, INCLUDING OPERATOR, OR OPERATOR ONLY, AS REQUESTED FROM TIME-TO-TIME FOR FOSKOR MINING DIVISION (PHALABORWA) FOR A PERIOD OF 3 YEARS

SECTION 1: SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF Rental of Mobile Cranes, including Operator, or Operator only as requested from Time-To-Time, A DIVISION FOSKOR SOC LTD

BID NUMBER:	FOSCO-RFP-26-2024	ISSUE DATE:	25/06/2024	CLOSING DATE:	23/07/2024	CLOSING TIME:	12:00PM
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DESCRIPTION FOR THE PROVISION OF RENTAL OF MOBILE CRANES, INCLUDING OPERATOR, OR OPERATOR ONLY, AS REQUESTED FROM TIME-TO-TIME FOR- FOSKOR MINING DIVISION (PHALABORWA) FOR A PERIOD OF 3 YEARS

BID RESPONSE DOCUMENTS SUBMISSION

RESPONDENTS ARE TO SUBMIT THEIR BIDS AT THE FOLLOWING ADDRESS:

Foskor Phalaborwa Head Office
Foskor Phalaborwa Mine
27 Selati Road
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:
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CONTACT PERSON	Daleen Kruger	CONTACT PERSON	Tisego Monareng /Eddy Gwevane
TELEPHONE NUMBER	011 347 0600	TELEPHONE NUMBER	015 789-2515 015 789- 2662
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Daleenk@foskor.co.za	E-MAIL ADDRESS	TisegoM@foskor.co.za / Eddyq@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

Respondent's Signature

Date & Company Stamp

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]			
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ 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 WWW.SARS.GOV.ZA. 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD 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)

Respondent's Signature

Date & Company Stamp

DATE: _____

Respondent's Signature

Date & Company Stamp

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

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

DESCRIPTION	FOR THE PROVISION RENTAL OF MOBILE CRANES, INCLUDING OPERATOR, OR OPERATOR ONLY AS REQUESTED FROM TIME-TO-TIME FOR FOSKOR MINING DIVISION (PHALABORWA) FOR A PERIOD OF 3 YEARS
TENDER ADVERT	Foskor Website
BRIEFING SESSION	No
CLOSING DATE	12:00 pm on 23 JULY 2024
VALIDITY PERIOD	180 Business Days from Closing Date Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded. Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process. Regarding the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12

2 FORMAL BRIEFING

A compulsory pre-proposal site meeting and RFP briefing will be conducted at **FOSKOR Phalaborwa Mine 27 Selati Road** on **09th July 2024**, at **08:00 pm – 10:00 pm** for a period of ± 2 hours.

NB// BIDDERS MUST ARRIVE AN HOUR EARLIER FOR INDUCTION.

3 RFP INSTRUCTIONS

- 3.1 Please sign documents [sign, stamp, and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.
- 3.2 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- 3.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 3.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 12 below

 Respondent's Signature

 Date & Company Stamp

(Legal Review) and Section 6 of the RFP, alterations, additions, or deletions must not be made by the Respondent to the actual RFP documents.

4 JOINT VENTURES OR CONSORTIUMS

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

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

5 COMMUNICATION

- 5.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to [Daleen Kruger] before **16:00 pm on 18 July 2024**, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Foskor's response to such a query will be published on the e-tender portal and Foskor website.
- 5.2 After the closing date of the RFP, a Respondent may only communicate with the Acquisition Council Temp Supply Management Admin **Ntwanano Mabulani**, email Ntwananom@foskor.co.za on any matter relating to its RFP Proposal.
- 5.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 5.4 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Foskor in respect of this RFP between the closing date and the date of the award of the business.
- 5.5 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 5.6 Foskor will publish the outcome of this RFP in the National Treasury e-tender portal and Foskor website with 10 days after the award has been finalised. Respondents are required to check the National Treasury e-tender Portal and Foskor website for the results of the tender process. All unsuccessful bidders have a right to request Foskor to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form.

6 CONFIDENTIALITY

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

7 COMPLIANCE

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

8 EMPLOYMENT EQUITY ACT

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

9 DISCLAIMERS

Respondents are hereby advised that Foskor is not committed to any course of action because of its issuance of this RFP and/or its receipt of Proposals. Please note that Foskor reserves the right to:

- 9.1 modify the RFP's Goods/Services and request Respondents to re-bid on any such changes.
- 9.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein.
- 9.3 disqualify Proposals submitted after the stated submission deadline [closing date].
- 9.4 award a contract in connection with this Proposal at any time after the RFP's closing date.
- 9.5 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP.
- 9.6 split the award of the contract between more than one Supplier/Service provider, should it at Foskor's discretion be more advantageous in terms of, amongst others, cost, or developmental considerations.
- 9.7 cancel the bid process.
- 9.8 validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Foskor to do so.
- 9.9 request audited financial statements or other documentation for the purposes of a due diligence exercise.
- 9.10 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 9.11 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.

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

10 LEGAL REVIEW

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

11 SECURITY CLEARANCE

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

12 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

13 TAX COMPLIANCE

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

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

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

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

SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS**1 BACKGROUND**

Foskor (PTY) Ltd is an opencast mining and beneficiation operation situated in Phalaborwa. The core business of the Phalaborwa operation is the mining and beneficiation of phosphate rock. The Foskor operation situated in Richards Bay in primarily a produce of phosphoric acid, phosphate-based fertilizers, and lower volumes of sulphuric acid).

Due to its maintenance efforts and on-site expansion projects Foskor requires mobile cranes. Although Foskor does have its own fleet of mobile cranes, there is from time-to-time a shortage of cranes, especially when major projects are in progress, when Foskor closes operations for its annual major maintenance shutdown, planned maintenance days or when one of its own mobile cranes are unavailable for maintenance reasons.

The following is an estimation of annual crane rental requirements based on the past 24 month's usage:

DESCRIPTION OF CRANES	NEED	HOURS (Monthly)	HOURS (Annually)	STANDBY (Days)
Carry-Deck 6-Ton	Ad-Hoc		100	
All/rough terrain crane 10-ton	Ad-Hoc		200	
All/rough terrain crane 12-ton	Regular	200	2400	
All/rough terrain crane 30-ton	Regular	60	720	
All/rough terrain crane 35-ton	Regular	200	2400	115
All/rough terrain crane 50-ton	Regular	50	600	115
All/rough terrain crane 60-ton	Ad-Hoc		50	
All/rough terrain crane 80-ton	Ad-Hoc		50	
All/rough terrain crane 120-ton	Ad-Hoc	20	240	
All/rough terrain crane 220-ton	Ad-Hoc		200	
All/rough terrain crane 300-ton	Ad-Hoc		30	
Mobile Crane Operator Only	Regular	160	1900	20

This document covers the minimum requirements for the supply (Rental) of mobile cranes, including cranes, including an operator, or an operator only, to the Foskor mine located in Phalaborwa.

2 BASIC REQUIREMENT

It is expected from the service provider to, on an official request or order, to supply Foskor Phalaborwa with mobile crane/s with operator and/or operator/s in accordance with the requirements of this scope as requested from time-to-time. The rates-based contract to hire or rent a mobile crane must include operator travelling, meals & accommodation, fuel, certification requirements, maintenance, and any other expense.

The service provider's mobile cranes and/or mobile crane operators must comply with the minimum requirements as defined in the following documents:

Driven Machinery Regulations of the Occupational Health and Safety Act.

Machinery and Equipment Regulations of the Mine Health and Safety Act.

- SANS 19 The inspection, testing and examination of mobile cranes.
- SANS 578-2 Cranes-Limiting and indicating devices Part 2: Mobile cranes.
- SANS 1599-2 Cranes Part 2: Power-driven mobile cranes.
- SANS 4305 Mobile cranes – Determination of stability.
- SANS 4308- 1 & 2 Cranes and lifting appliances – Selection of steel wire ropes.
- SANS 7752-2 Crane and lifting appliances – Selection of wire ropes Part: 2 Mobile cranes-
Coefficient of utilization.
- SANS 10148 The installation and operation of cable cranes and aerial rope ways.
- SANS 11660-2 Crane-Access, guard, and restraints Part 2: Mobile cranes.
- SANS 11661 Mobile cranes- Presentation of rated capacity charts.
- SANS 19961 Cranes- Safety code on mobile cranes.

3 MINIMUM PRE BID QUALIFICATION CRITERIA REQUIREMENTS

The bidder/supplier (Company) must be a recognized service provider for the supply of mobile crane-and similar mobile lifting equipment for rental with the mining-, construction- and industries and must comply with the following mandatory pre-qualification criteria and requirements before any bid will be considered to technical- and /or commercial evaluation and assessment.

Provide the following supporting documents and information:

1. Confirm on an official company letterhead or-brochure to:

- a) Be a recognised service provider in the supply of mobile cranes-and similar mobile lifting equipment for rental with the mining-, construction- and industrial industries. (Provide company details).
 - b) Have previous experience in the supply of mobile crane- and similar mobile lifting equipment for rental. (Provide details of similar previous- and current rental services contracts or orders).
 - c) Have available a fleet of mobile cranes (with operators) the same/similar as listed in the pricing schedule. (Provide list of mobile cranes that will be dedicated to this contract. Indicate which cranes will be available/kept locally (Within a 10km radius of the Foskor mine, Phalaborwa) and which mobile cranes need to be transported from outlying areas).
2. CIPC certificate (Companies and intellectual Property Commission) as a service provider in the supply of mobile cranes- and similar mobile lifting equipment for rental within the mining-, construction- and industrial industries.
 3. Registration and proof of payment under the Compensation-for Occupational Injuries and Disease Act, no 130 of 1993.Registration must be provided.
 4. Registration on the CSD (Central Supplier Database) of National Treasury.
 5. SARS (South African Revenue Services) letter of good standing.
 6. Proof of business address in terms of FICA (Financial intelligence Centre Act 38 of 2001), e.g. water and light account.

4 SCOPE

This scope covers the minimum specifications and requirements to provide Foskor Phalaborwa with MOBILE CRANE/S and qualified and competent MOBILE CRANE OPERATOR/S as requested from time-to-time.

NOTE: Carry-deck crane included in definition of mobile crane.

5 CONDITIONS

Before any official order for the above-mentioned service to **SUPPLY RENTAL OF MOBILE CRANES** is placed, the service provider shall demonstrate, if required, his ability to manage and to honour such contract.

An additional specification, terms, conditions, or guarantees not mentioned in this scope may brought to Foskor's attention on the official tender.

6 MINIMUM SPECIFICATIONS, REQUIREMENTS AND RESPONSIBILITIES:

The successful service provider must comply with to the following minimum specifications, requirements, and responsibilities.

6.1 Provide Foskor with a mobile crane/s and a qualified and competent crane operator/s as specified in the attached pricing schedule.

6.2 Provide Foskor with qualified and competent crane operator/s to operate its own (Foskor owned) mobile crane as specified in the attached pricing schedule.

6.3 When requested/arranged, ensure that a crane and/or qualified operator is available to perform after hours and standby duties.

6.4 Following the internal Foskor prescribed work procedures:

- a) Only accept a request to provide a mobile crane with qualified operator or mobile crane operator/s only from the appointed Foskor official (Normally the Fitter workshop supervisor).
- b) Requirements and/or specifications of the work to be done can be obtained from either the Fitter workshop supervisor, his appointed representative or when referred to the original requestor.
- c) Before any work commences the HIRA (Hazard Identification and Risk Assessment) attached to the work order must be duly completed and signed by all persons involved in the task. The work order must be signed by the area responsible Foskor employee before commencement of the task for confirm occupation of the work area.
- d) Work to be carried out in accordance with Foskor's standard procedures.

6.5 The service provider is responsible to deliver all signed invoices to the Foskor Creditors department for monthly payments. The work order must be attached to the service provider's service invoices. The invoices may only be signed by the Fitter workshop supervisor or his representative together with the applicable Foskor cost code. The work order job notification number must be noted on the service provider invoice.

6.6 The mobile crane service provider shall be responsible to transport and deliver to site at Foskor Phalaborwa all cranes, mobile crane operators, equipment, tools, and every other item to successfully provide the requested service.

6.7 The successful service provider shall be expected to:

- a) Appoint a subordinate manager in accordance with Regulation 2.6.1 of the Mine Health and Safety Act.

b) Comply with the requirements and procedures as contained in:

- The Mines Health and Safety Act with Regulations (Latest revision).
- The National Road Traffic Act with Regulations (Latest revision).
- All applicable national and international legislative requirements and regulations.

The successful service provider shall be expected to:

- Driven Machinery Regulations of the Occupational Health and Safety Act.
- Machinery and Equipment Regulations of the Mine Health and Safety Act.
- SANS 19 The inspection, testing and examination of mobile cranes.
- SANS 578-2 Cranes-Limiting and indicating devices Part 2: Mobile cranes.
- SANS 1599-2 Cranes Part 2: Power-driven mobile cranes.
- SANS 4305 Mobile cranes – Determination of stability.
- SANS 4308- 1 & 2 Cranes and lifting appliances – Selection of steel wire ropes.
- SANS 7752-2 Crane and lifting appliances – Selection of wire ropes Part: 2 Mobile cranes- Coefficient of utilization.
- SANS 10148 The installation and operation of cable cranes and aerial rope ways.
- SANS 11660-2 Crane-Access, guard, and restraints Part 2: Mobile cranes.
- SANS 11661 Mobile cranes- Presentation of rated capacity charts.
- SANS 19961 Cranes- Safety code on mobile cranes.

6.8 The successful or appointed service provider shall comply with the latest revision of the following Foskor COP's (Compendium of Procedures) (Cop's, policies and procedures are available on request):

- COP 1 Risks and opportunities management.
- COP 8 Mandatory COP for mitigation and management of Covid-19.
- COP 17 Mobile, Technical and Process Training.
- COP 18 Permit to work.
- COP 25 Control of externally provided products and services.
- COP 43 Mandatory COP for occupational program on thermal stress.
- COP 52 Machine guarding.
- COP 53 Lock Out System and Usage.
- COP 56 Lifting Machinery and Lifting Tackle.
- COP 58 Hazardous chemical and substance control.
- COP 59 Mandatory COP for the operation of Trackless Mobile Machinery.

- COP 60 Portable electrical equipment.
- COP 62 General electrical installations and Electrical Machinery in Hazardous locations
- COP 65 Personal Protective Equipment.
- COP 86 Mandatory COP for occupational health program on noise.
- COP 96 Working at Heights.
- COP 99 Mandatory COP for risk-based fatigue management.
- Any other Foskor safety, health and quality policies and procedures deemed applicable by a Foskor representative.
- All other Foskor procedures and policies applicable to the successful application of this contract.

6.9 The successful or appointed service provider shall comply with the following Environmental Specifications, Policies and Procedures.

- COP 41 Housekeeping and workplace organization.
- COP 49 Waste Management.
- COP 51 Resource conservation, energy, and materials.
- COP 70 Storage of petroleum products and other hazardous material.
- National Environmental Management Act 107 of 1998 (NEMA).
- National Environmental Management Waste Act 59 of 2008 (NEMWA) as amended.
- a) Environmental Aspect and Impact Register (Applicable to this contract).
- b) Environmental Objectives and Targets (Applicable to this contract).
- c) Waste Management Plan (Applicable to this contract).
- d) FOSKOR Atmosphere Emission License (Copy available on request).
- e) FOSKOR Waste Management Licence (Copy available on request).
- f) FOSKOR Water Use License (Copy available on request).
- g) Any other Foskor environmental policies and procedures deemed applicable by a Foskor representative.

6.10 The successful or appointed service provider shall comply with the revisions of the following Foskor CTD's:

- CTD2481-01 Mobile Crane Operation.
- CTD2481-03 Use of Portable Electrical Equipment.
- CTD2481-04 Light Delivery vehicle Operation.
- CTD2481-07 Use of Bosuns chair to suspend people.
- CTD2481-08 Installation of Lifeline at Dangerous Heights.

6.11 The successful or appointed service provider shall ensure that all his/her on-site employees have been authorized by a Foskor regulation 2.13.1 appointee to:

- Perform job specific *Hazard Identification & Risk Assessment*, commonly known as HIRA (Foskor Annexure 1.3).
- Perform lockout procedures (Foskor Annexure 53.2).
- Operate trackless mobile machinery contractor employees (Foskor Annexure 59.7B).
- Any other Foskor activity requiring authorization as deemed applicable by a Foskor representative.

6.12 Before entering and operating a mobile crane on a Foskor site, the service provider shall:

- Ensure that his mobile crane operators have been assessed and declared competent in accordance with unit standard 116254.
- Ensure that his mobile crane operators have been assessed and authorized by a Foskor MHSA (Mines Health and Safety Act) regulation 2.13.1 appointee to operate a mobile crane on the Foskor site.
- Ensure that his mobile crane operators have been trained and authorized by a Foskor MHSA (Mines Health and Safety Act) regulation 2.13.1 appointee to enter the Foskor red-flag and open mine pit areas.
- Ensure that mobile crane is issued with a valid load test certificates declaring that they are **"safe to use"**.

Certificates to be issued by a LMI (Lifting Machinery Inspector) registered with the Engineering Council of South Africa (ECSA) and appointed by the LME (Lifting Machine Entity) Registered with the Department of Labour as required by the Occupational Health and Safety Act.

- Obtain a certificate of fitness for his mobile crane issued by the Supervisor Light Vehicle Maintenance- and/or – Fitter workshops. (Forms will be provided. Valid 12 months).
- Obtain permission from the Foskor Safety & Security manager that he may use his nominated mobile crane on the Foskor site. (Forms will be provided).
- Ensure that his mobile cranes have been inspected (Daily) in accordance with the Foskor standard (COP 59) to ensure that they are safe and fit for use. (Forms will be provided).

6.13 Before entering and operating a mobile crane on a Foskor site, the service provider shall ensure that his operator/s are:

- Briefed on the task required and have been informed of any abnormal conditions/situations.
- Physically, emotionally and mentally fit to perform their duty.
- Issued with the necessary PPE (Personal Protective Equipment) to safely operate the mobile crane.

- If arranged to be on site, attend the daily Foskor Mobile Cranes Service MBA (Mini Business Area or Green Area) meeting at 06:15, normally in the Foskor Boilermaker workshop conference room.
- Before commencement of work:
 - a) Any required tools and equipment shall have been inspected and tested to be in a good and safe working order.
 - b) Mobile crane operator/s have participated in the completion of a standard Foskor site risk assessment (Commonly known as a HIRA or Hazardous Identification and Risk Assessment) and taken appropriate actions to mitigate any identified hazards.

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

- His driver/s are in the possession of valid national drivers' licence for the specific class of vehicles, has been tested by the Foskor mobile equipment training centre and authorized by a Foskor MHSA (Mines Health and Safety Act) Regulations 2.13.1 appointee for the class of vehicle to be used on site.
- His driver/s has been tested by the Foskor mobile equipment training centre and authorized by a Foskor MHSA (Mines Health and Safety Act) regulation 2.13.1 appointee to operate a vehicle in the mine open pits (Restricted or red-flag areas).

Contract the Foskor mobile equipment training centre on 015 789 2840 to make.

Appointment for competence testing and authorisation).

- The appointment service provider shall, before entering and operating a vehicle on the Foskor premises:
 - a) Obtain permission from the Foskor Safety and Security manager to operate his nominated vehicle/s 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/inspection conducted daily between 08:00 and 08:30 and between 13:30 and 14:00 (Excl Fridays) at the Light Vehicle Maintenance workshop.
 - c) Ensure that his service vehicles have been inspected (Daily) in accordance with Foskor standard (COP 59) to ensure that they are safe and fit for use. (Forms will be provided).

6.15 The successful service provider is expected to:

- Ensure that all mobile crane operators report to the Foskor Boilermaker workshop conference room at 06:15 on the same day that a crane was pre-booked/arranged in order to receive detailed work- and safety instructions.
- Provide mobile crane/s and/or operator/s on site within:

a) 60 minutes after receiving a normal request (Normal working hours Monday to Friday 06:00 until 17:00).

b) 30 minutes on a breakdown or urgent request basis (BD, normal working hours Monday to Friday 06:00 until 17:00).

c) 45 minutes on a breakdown or urgent request basis (BD, normal working hours Monday to Friday 06:00 until 17:00 until 06:00 and Friday 17:00 until Monday 06:00).

- Ensure that the safety file is always maintained up-to-date and available for inspection by a Foskor official.
- Ensure that all mobile crane operators and -supervisors training, competencies, authorisations, appointments, accreditations, and medical certifications are monitored, kept up-to-date and to take timely actions to prevent any expiry.
- Ensure that mobile cranes (And support vehicles) are maintained in a serviceable and safe condition and are all times certified safe to use.
- Ensure that mobile crane operators and -supervisors are issued with the necessary PPE to ensure that work can be carried out safely.

6.16 Ensure that invoices for payments are checked for correctness and promptly submitted for monthly payment. Late or delayed invoicing is prevented.

6.17 Although every effort has been made to ensure that the information contained within this document is correct, it remains the responsibility of the service provider to verify actual status and site conditions (A site visit can be arranged).

7 PERMIT TO WORK

Before any on-site work under this control may commence, the appointed or successful service providers 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 work and COP 25, Service provider control for details):

- 7.1 The PERMIT TO WORK can be obtained from-and on completion returned to the Legal Administrator, Foskor Safety department.
- 7.2 Obtain a contract number from the Foskor procurement department.
- 7.3 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.
 - a) The appointed subordinate manager and -supervisor shall be required to write and pass the Foskor 2.6.1 and 2.9.2 legal examination within 30 days after being awarded this contract.

- b) Attend a hour long Legal Exam briefing any Thursday between 08:00 and 09:00 at the Security training hall.
- c) Write legal examination any Friday between 07:30 and 10:30 at the Security training hall. (Please book).
- 7.4 Provide a name list, including ID numbers, residential and postal addresses, and telephone numbers of all the appointed service provider's on-site employees.
- 7.5 All the appointed service providers on-site employees shall undergo a full medical examination at Foskor on-site Clinix Clinic. The clinic can be contacted at 015 789 2427 for an appointment.
(NOTE: All NEW-and Employees LEAVING the service of the appointed service provider must undergo an entry or exit medical examination).
- 7.6 The appointed service providers designated on-site mobile crane operators and vehicle drivers shall receive competence testing and authorization to operate mobile cranes and vehicles on the Foskor site.
- 7.7 All the appointed service provider's employees shall receive/have received training in:
 - a) -First aid level 1 (Provide own training)
 - Working at heights (Provide own training)
 - Basic Health & Safety Principles (Provide own training)
 - HIRA (Provide own training)
 - Basic Firefighting. (Provide own-or receive Foskor training, contact 015 789 2531)
 - Lock out (Provide own-or receive Foskor training, contact 015 789 2531)
 - b) -All training not provided by Foskor must be verified by Foskor training superintendent Mr. Johan Fourche. Please contact him on 015 789 2525 to make an appointment or alternatively email proof of training and certificate to johanfo@foskor.co.za to confirm compliance before requesting his approval on the PERMIT TO WORK.
- 7.8 All the appointed service provider's on-site employees shall receive the basic Foskor site induction training at the Foskor Security office.
- 7.9 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.
- 7.10 **A BRA (Baseline Risk Assessment) shall be compiled for all normal, typical and any possible abnormal task and all task related to SHEQ (Safety, Health, Environmental and Quality) that will be performed on the Foskor site.**
A CTD (Critical Task Description) shall be compiled for all high-risk activities (And any other activities deemed applicable by a Foskor representative) identified by the BRA.
The BRA and CTD's to be signed by all service provider employees and approved by the Foskor appointed MHSA Regulation 2.13.1 appointee. Make use of Foskor's own BRA

document, Annexure 1.2, contained in of COP 1,Foskor risk management (Available on request).

- 7.11 Attached a detailed SCOPE OF WORK describing the required task and-outcome of this contract.
- 7.12 All Foskor's appointed MHSA Regulations 2.9.2.,2.6.1,2.13.1 and 3.1 a managers must undersign/approve the PERMIT TO WORK.
- 7.13 Registration and proof of payment under the Compensation for Occupational Injuries and Disease Act, no.130 of 1993.Registration number must be provided.
- 7.14 SARS issued tax clearance certificates must be provided
- 7.15 All relevant documentation and/or evidence of compliance must be attached to the PERMIT TO WORK.
- 7.16 Upon successful completion and approval of the PERMIT TO WORK the security department will issue the appointed service provider's employees with access ID cards valid for 12 months.
- 7.17 Any other documents, certificates or records as requested by Foskor official deemed necessary to ensure that all safety, legislative and administrative requirements have been met must be attached to the PERMIT TO WORK.
- 7.18 The appointed service provider must allow at least three to ten working days to complete all the PERMIT TO WORK requirements.

8 SAFETY FILE

Before any may commence, the appointed service provider must. INCONJUNCTION WITH THE FOSKOR SAFETY DEPARTMENT, Compile a SAFETY FILE specifically for THIS contract. Contract the area responsible safety representative 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).

The SAFETY FILE must always be available for inspection by Foskor official.

1 GREEN ECONOMY / CARBON FOOTPRINT

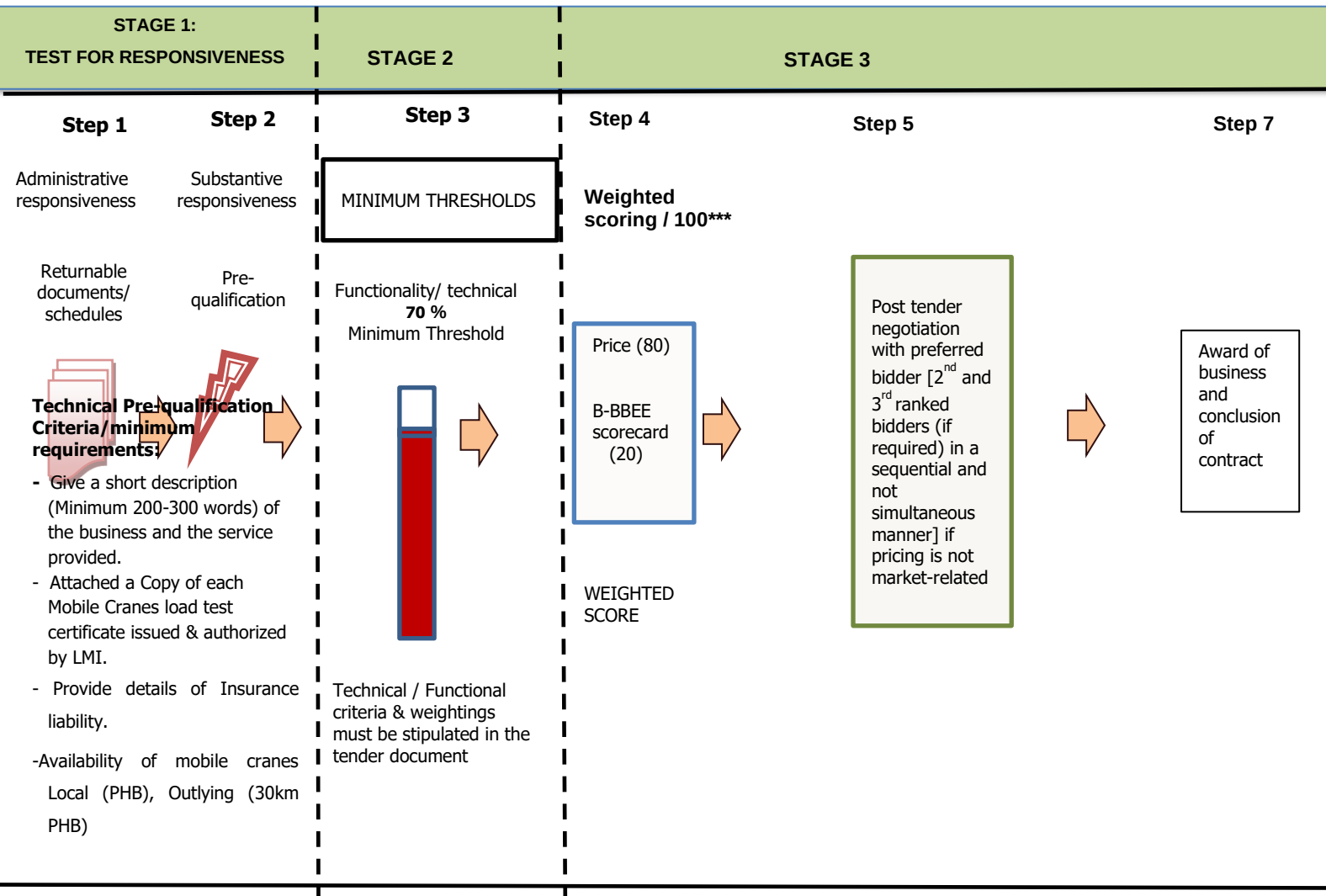
Foskor wishes to understand your company's position regarding environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

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:



NB: Evaluation of the various stages will normally take place in a sequential manner. However, 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).

Respondent's Signature

Date & Company Stamp

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 pre-qualification.

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
• How many years in business of Hazardous waste transportation, Company Profile	<i>Section 4</i>
• Provide copy Hazardous Waste Transporter registration certificate	
• Provide copy of certificate for Third Party Transport Compliance Conformation with H.H Site. – SLA or MOU or any Letter confirming the use of the Landfill.	
• List of top five (5) similar/same contracts awarded in past 24 months. Manifest or Safe disposal certificate. Provide the following information/details: Short description of contract type (e.g. Rental, full-time, fixed period, etc). Address/site of contract. Name and telephone/cell number of client contract person/s. (Award letters or reference letters).	
• Detailed description of number and type of vehicles to be allocated to this contract. Provide make, model, and include photo of each. The Photographs of vehicles and license disk.	

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 % for Technical Criteria

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

**THE TEST FOR THE TECHNICAL AND FUNCTIONAL THRESHOLD
WITH INCLUDE THE FOLLOWING:**

1. Provide copies of the following PRE-BID QUALIFICATION CRITERIA) Certificates and documents (Commercial requirements):	WEIGHING	PROVIDE INFORMATION AND DETAILS (Attached if space insufficient)
a) CIPC certificate (Companies and Intellectual Property Commission). b) Registration on the CSD (Central Intellectual Property Commission). c) Registration and proof of payment under the Compensation for Occupational Injuries and Diseases Act.). d) SARS (South Africa Revenue Services) letter of good standing. e) Proof of business addresses in terms of FICA (Financial Intelligence Centre Act 38 of 2001). *MANDATORY REQUIREMENTS*	0%	
2. PRE-BID QUALIFICATION CRITERIA give a short description (Minimum 200-300 words) of the business and the service provided.	5%	Proof
As per PRE-BID QUALIFICATION CRITERIA, give a short description (Minimum 200-300 words) of the business and the service provided. (Business activities must be applicable to this contract). *MANDATORY REQUIREMENT. WEIGHING: Not applicable/No info=0.0 practically=0.5 Fully=1.0	5	
3. As per PRE-BID QUALIFICATION CRITERIA -how many years in business (Require sufficient experience) of providing mobile cranes for rental.	2%	Proof
As per PRE-BID QUALIFICATION CRITERIA, how many years in business (Require sufficient experience) of providing mobile cranes for rental. *MANDATORY REQUIREMENT. WEIGHING: Not applicable/No info=0.0 Partially 0-2 years=0.5 2 +years=1.0	2	

4. As per PRE-BID QUALIFICATION CRITERIA, tick which of the following (Similar) mobile cranes will be allocated/available to this contract & how many available.						28%	Proof
		LOCAL	OUT LYING	HOW MANY?			
		Phalaborwa	>30km PHB				
Carry-deck 6-Ton					1%		
All/Rough Terrain 10-Ton					2%		
All/Rough Terrain 12-Ton					2%		
All/Rough Terrain 30-Ton					5%		
All/Rough Terrain 35 - Ton					5%		
All/Rough Terrain 50 - Ton					5%		
All/Rough Terrain 60 - Ton					4%		
All Rough Terrain 80 - Ton					1%		
All Rough Terrain 120 - Ton					1%		
All Rough Terrain 220 - Ton					1%		
All Rough Terrain 300 - Ton					1%		
Other	-----						
Other	-----						
Other	-----						
MANDATORY REQUIREMENT							
WEIGHT: No crane/No info = 0.0		Yes/Cranes avail outlying = 0.5					
		Yes/Crane available locally = 1.0					
5. Attached a copy of each mobile cranes' load test certificate issued and authorised by a LMI (As per the pricing schedule). *MANDATORY REQUIREMENT.						10%	Proof
Attached a copy of each mobile cranes' load test certificate issued and authorised by a LMI (As per the pricing schedule). *MANDATORY REQUIREMENT* No info=0.0 Yes/Comply = 10						10	
6. Provide copies and details of insurance liability (Type and value).						3%	Proof
Provide copies and details of insurance liability (Type and value). *MANDATORY REQUIREMENT* No info=0.0 Yes/Comply =0.3						3	

7. Tick () availability of mobile crane operators that will be allocated/available to this contract.						4%	Proof
	LOCAL Phalaborwa		OUTLYING >30kmPHB		HOWMANY?		
WEIGHTING: No operator/No info =0.0 Yes/Operator available outlying =0.5 Yes/Crane available locally =1.0							
8. Upon request in what time (Use Hours) can a mobile crane operator be available on site. (See MINIMUM SPECIFICATIONS AND REQUIREMENTS, Paragraph 15, ii)						4%	Proof
a) Normal request (Normal working hours). b) Breakdown/Urgent request (Normal working hours). c) Breakdown (BD)/Urgent request (After hours/weekends)							
	NORMAL hrs		BD Normal hrs		BD After hrs		
(operator availability and response time must be suited/appropriate to Foskor operational requirements) WEIGHTING: No/No Info/ Exceeds time requirement by 200+%=0.0 Yes/Exceeds time requirements by 100% -200% =0.5 Yes/Within time requirement =1.0							
9. Upon request in what time (Hours/days/weeks) can a mobile crane be delivered to site (See MINIMUM SPECIFICATIONS AND REQUIREMENTS, paragraph 15.ii):						17%	Proof
a) Normal request (Normal working hours). b) Breakdown/Urgent request (Normal working hours). c) Breakdown (BD)/ Urgent request (After hours/weekends).							

		NORMAL	BD N/hrs	BD A/hrs	
Carry-deck 6-Ton					1%
All Rough Terrain 10-Ton					1%
All Rough Terrain 12-Ton					2%
All Rough Terrain 30-Ton					3%
All Rough Terrain 35-Ton					3%
All Rough Terrain 50-Ton					2%
All Rough Terrain 60-Ton					1%
All Rough Terrain 80-Ton					1%
All Rough Terrain 120-Ton					1%
All Rough Terrain 220-Ton					1%
All Rough Terrain 300-Ton					1%
(Mobile crane with operator availability and response time must be suited/appropriate to Foskor operational requirements)					
WEIGHTING: No/No Info/ Exceeds time requirement by 200+%=0.0					
Yes/Exceeds time requirements by 100%-200%=0.5					
Yes/Within time requirement =1.0					

a) Normal request (Normal working hours).
b) Breakdown/Urgent request (Normal working hours).
c) Breakdown (BD)/Urgent request (After hours/weekends).
(Operator availability and -response time must be suited/appropriate for Foskor operational requirements).
WEIGHING:
No/No info Exceeds time requirement by 200+%=0.0
Exceeds time requirement by 200+%=0.5
Yes/Within time requirement=1.0
Indicate the Time Period on the Specification that the mobile cranes operator/s be available on site, on the end of the TEV in the Columns that is provided,

4

10. Provide title description and number of employees to be allocated to this contract. Provide an abbreviated (Max 1 page) CV (Curriculum Vitae) of each person's qualifications. Competencies and experience specific in mobile crane rental and mobile crane operations.

14%

Proof

a) Managerial (Minimum 1).
Supervisory (Minimum 1) will be appointed as Mines Health and Safety Act 2.6.1 appointee.
b)
c) Provide names, qualifications and years' experience for each mobile crane operator to be allocated to this contract.
d) Provide mobile crane operator authorisations certificates issued by a LMI (Lifting Machine Inspector). Attached authorisation certificate of watch operator that will be allocated to this contract.
WEIGHING:
No info/Unskilled =0.0
Provided Competent=1.0

11. List of top five (5) similar contracts awarded in past 24 months. Provide the following information/details:	2%	Proof
a) short description of contract type (e.g. rental, full-time, fixed period, etc). b) Adress/site of contract. c) Name and telephone/cell number of client contract person/s. contract. WEIGHING: No info/Unskilled =0.0 Yes/Similar/Same =1.0		
12. Provide detailed description and number of other/support vehicles (Not mobile cranes) to be allocated to this contract.	2%	Proof
WEIGHING: No info/Unskilled =0.0 Yes/Comply =1.0		
13. Provide a list of all companies SHEQ incidents during the past 24 months. Provide incidents details, root causes and corrective actions taken.	3%	Proof
Provide a list of all companies SHEQ incidents during the past 24 months. Provide incidents details, root causes and corrective actions taken. *MANDATORY REQUIREMENTS* WEIGHING: No info/Incidents not investigated or corrected =0.0 Incidents investigated/preventative actions taken =1.0		
14. Provide copies of policies with regard to:	3%	Proof
a) Health and Safety b) Quality Control and - management c) Environmental and waste control and management. d) HIV and AIDS, smoking and substances abuse. e) Skills, employee and community development. WEIGHING: No info/No policy =0.0 Yes/Compliant =1.0		
15. Provide written confirmation that the information contained under the following headings within this scope have been read, is understood and that the successful bidder will comply with the requirements within 30 days after receiving an official order.	3%	Proof

- a) Minimum bid qualifications criteria and -requirements.
 b) Minimum specifications, requirements and procedures.
 c) Legislative- and regulatory requirements.
 d) Permit to work
 Safety file
 No confirmation
 =0.0
 Yes/Will Compliant =1.0

e)
WEIGHING:

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

The minimum threshold for technical [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	<i>Section 4</i>

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

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

Where:

<i>Ps</i>	=	Score for the Bid under consideration
<i>Pt</i>	=	Price of Bid under consideration
<i>Pmin</i>	=	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
B-BBEE - 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 SCHEDULE*Respondents are required to complete the table below:*

RENTAL OF MOBILE CRANES						
DESCRIPTION OF RENTAL MOBILE CRANE	0 TO 4 HOUR RENTAL PERIOD (Max 4 Hours)		OVER 4 HOUR RENTAL PERIOD (Max 9 Hours)		RATE	TOTAL PRICE OF ITEM [ZAR]
	Hourly Rate	Site Establishment Rate	Hourly rate	Site Establishment Rate		
	(Including operator)		(Including operator)			
Carry-Deck 6-Ton	QUOTE	QUOTE	QUOTE	QUOTE		
All/rough terrain 10-ton	QUOTE	QUOTE	QUOTE	QUOTE		
All/rough terrain 12-ton	QUOTE	QUOTE	QUOTE	QUOTE		
All/rough terrain 30-ton	QUOTE	QUOTE	QUOTE	QUOTE		
All/rough terrain 35-ton	QUOTE	QUOTE	QUOTE	QUOTE		
All/rough terrain 50-ton	QUOTE	QUOTE	QUOTE	QUOTE		
All/rough terrain 60-ton	QUOTE	QUOTE	QUOTE	QUOTE		
All/rough terrain 80-ton	QUOTE	QUOTE	QUOTE	QUOTE		
All/rough terrain 120-ton	QUOTE	QUOTE	QUOTE	QUOTE		
All/rough terrain 220-ton	QUOTE	QUOTE	QUOTE	QUOTE		
All/rough terrain 300-ton	QUOTE	QUOTE	QUOTE	QUOTE		
Annual escalation formula years 2 and 3		Year 2 = Specify (in %) Year 3 = Specify (in %)				
			Operator	Operator Standby		
			R/Hour Rate	R/Daily Rate		

Respondent's Signature

Date & Company Stamp

LABOR RATE FOR MOBILE CRANE OPERATOR	NORMAL TIME	Monday to Friday 06:30 to 17:00	QUOTE			
	1.5 TIME	After hours, excluding Sundays & public holidays	QUOTE			
	DOUBLE TIME	Sundays and Public holidays	QUOTE			
	STANDBY	Monday to Thursday, 17:00 until 06:00 the following day		QUOTE		
		Weekend start Friday 17:00 until Monday 06:00				
		Public holiday 06:00 until 06:00 the following day				
	Annual escalation formula years 2 and 3		Year 2 = Specify (in %) Year 3 = Specify(in %)			
					TOTAL PRICE, exclusive of VAT:	
					VAT 15% (if applicable)	
					Total Inclusive of VAT (where applicable)	

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.

Respondent's Signature

Date & Company Stamp

- (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.

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

- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by Foskor.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- e) Please note that should you have offered a discounted price(s), Foskor will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- f) 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	
-----	--

1. DISCLOSURE OF CONTRACT INFORMATION

Prices Tendered

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

Johannesburg Stock Exchange Debt Listing Requirements

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

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

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

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

Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

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

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

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

2. 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 Services delivered:

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

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, 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 Post Tender Negotiations with highest ranked bidder(s).

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

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

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

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

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

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

 Respondent's Signature

 Date & Company Stamp

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

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

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

ADDRESS FOR NOTICES

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

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

Name of Entity: _____

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFP

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

VALIDITY PERIOD

Foskor requires a validity period of 180 Business Days [**10 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. _____

Respondent's Signature

Date & Company Stamp

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

RETURNABLE DOCUMENTS

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

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

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

a) Mandatory Returnable Documents

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Provide copy of Hazardous Waste transporter registration certificate.	
Provide copy of certification for Third Party Transporter Compliance Confirmation with H.H. Site.	

b) Returnable Documents Used for Scoring

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

Respondent's Signature

Date & Company Stamp

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
How many years in business of Hazardous waste transportation, Company Profile	
Provide copy Hazardous Waste Transporter registration certificate	
Provide copy of certificate for Third Party Transport Compliance Conformation with H.H Site. – SLA or MOU or any Letter confirming the use of the Landfill.	
List of top five (5) similar/same contracts awarded in past 24 months. Manifest or Safe disposal certificate. Provide the following information/details: Short description of contract type (e.g. Rental, full-time, fixed period, etc). Address/site of contract. Name and telephone/cell number of client contract person/s. (Award letters or reference letters).	
Detailed description of number and type of vehicles to be allocated to this contract. Provide make, model, and include photo of each. The Photographs of vehicles and license disk	

c) Essential Returnable Documents:

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
SECTION 1: SBD1 FORM	
SECTION 5: Proposal Form and List of Returnable documents	
SECTION 6: Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7: RFP Declaration and Breach of Law Form	
SECTION 9: B-BBEE Preference Claim Form	
SECTION 10: Certificate of attendance of compulsory RFP Briefing	
SECTION 11: Protection of Personal Information	
CSD Registration report	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

 Respondent's Signature

 Date & Company Stamp

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature_____
Date & Company Stamp

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

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

1	Foskor's Terms and Conditions – Annexure A
2	Supplier Integrity Pact – Annexure B
3	Non-disclosure Agreement – Annexure D
4	General Bid Conditions -Annexure E

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.

Respondent's Signature

Date & Company Stamp

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

Respondent's Signature_____
Date & Company Stamp

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

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 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:

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

- 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.
- 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.

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.

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

Respondent's Signature

Date & Company Stamp

SECTION 8: RFP CLARIFICATION REQUEST FORM

RFP No: **FOSCO-RFP-26-2024**

RFP deadline for questions / RFP Clarifications: Before 12:00 pm on **18 July 2024**

TO: Foskor SOC Ltd
ATTENTION: Daleen Kruger
EMAIL: Daleenk@Foskor.co.za
DATE: _____
FROM: _____

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

REQUEST FOR RFP CLARIFICATION

SECTION 9: B-BBEE PREFERENCE POINTS CLAIM FORM

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

Transnet 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, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ

of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents.
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBEE status level certificate issued by an authorised body or person.
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small eEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 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

- 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*)

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.

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 certificates, 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, Transnet 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: CERTIFICATE OF ATTENDANCE OF COMPULSORY BRIEFING

It is hereby certified that –

1. _____

2. _____

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

attended the RFP briefing in respect of the proposed Goods/Services to be rendered in terms of this RFP on
__09 July _____2024__

FOSKOR'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

NOTE:

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

Respondent's Signature

Date & Company Stamp

Respondent's Signature

Date & Company Stamp

SECTION 11: SBD 5

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

Closing date:

Name of bidder.....

Postal address

.....

Signature.....

Name (in print).....

Date.....

Respondent's Signature_____
Date & Company Stamp

SECTION 12: PROTECTION OF PERSONAL INFORMATION

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

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Foskor will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

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

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

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

Respondents are required to provide consent below:

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