

Tender no: FOSPHB-RFP-62-25/26

Cost Code:

Revision¹:

Revised date: 01 December 2025

NAME	TITLE	Empl. no	SIGNATURE	DATE
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COMPILED – RECOMMENDATION

M. H Malahlela	Superintendent: Milling	501249		
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APPROVAL TO PROCEED

SR Kgwefane	Senior Manager Metallurgy	503784		
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Comments:

BSC Reference

¹ Revision Legend:

0.n = Draft, 1= Final version

Thus, first draft = 0.1, second draft = 0.2, etc., and final approved = 1.0

Should the final be revised for whatever reason the revision would be 1.1 etc.

SCOPE OF WORK

Tender No.: FOSPHB-RFP-62-25/26

Description: Supply and Delivery of Mill Rods (Grinding Media) for a period of three years

1.1 Tender document

This document describes the scope of work for the supply and delivery of mill rods as per requirements of the individual process sections at Foskor Mining division.

1.2 Scope Background

The core business of the Foskor Phalaborwa operations is the mining and beneficiation of phosphates. To facilitate the process of beneficiating phosphate, Ore is supplied from the mine in the form of a rock. The rock passes through a stage of primary crushing and secondary crushing which reduces the size to minus 12mm. Milling section is responsible for ensuring that the Ore is further reduced to floatation feed size and pulped to enable floatation process. Rods are part of the milling media used in the process of milling. The company needs to get the correct and relevant quality rods from suppliers either locally, nationally or internationally. Detailed terms and conditions are as stipulated on the scope of work.

1.3 COMPANY BACKGROUND

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

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

INVITATION TO TENDERER

TENDER NO.: FOSPHB-RFP-62-25/26

DESCRIPTION: Supply and Delivery of Mill Rods (Grinding Media)

CONTACT DETAILS

Enquiries: Bent@foskor.co.za

Foskor hereby invites tenderers to submit a tender for the work as set out in the attached Scope of Work.

To become acquainted with Foskor's basic requirements regarding this enquiry, the Tenderer is advised to read this document very carefully.

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1. TENDER CONDITIONS

1.1 TENDER PREPARATION

All costs incurred in the preparation and presentation of a Tender will be absorbed by the prospective vendors. In the event that modifications or additions to the Tender become necessary, prospective vendors will be notified in writing. All supporting materials submitted with the response, will become the property of Foskor, unless otherwise requested by the vendor at the time of submission.

1.2 EFFECTIVE DATES OF PRICING

Per RFP document.

1.3 VENDOR FACILITIES

Prospective vendors shall clearly indicate address of their manufacturing facilities and offices for audit/ inspection purposes.

1.4 TECHNICAL EVALUATION CRITERIA /FUNCTIONALITY

Prospective vendor's responses will be evaluated using the following general criteria:

- Technical Capability:
 - Ability to satisfy functional business requirements
 - Ability to satisfy technical requirements

Foskor applies a preferential procurement principle but will not compromise on price, quality, standards, experience, services or delivery time and expects all suppliers to compete on equal standing. (Refer to Appendix 10 for Technical Evaluation Criteria)

1.5 RIGHT TO REJECT

Foskor reserves the right to accept or reject any and/or all submitted responses and request additional information from all prospective vendors. Foskor reserves the right to negotiate a contract with the selected vendor/s. The vendor's response to this Tender will be included in whole or by reference in the events of any potential future contracts. At the discretion of Foskor, a third-party financial institution or consulting team could be included in future negotiations.

Any contract that is eventually awarded will be made to those organizations who, based on the evaluation of all responses, applying all criteria and oral interviews (if required), is determined to be the best qualified to provide the requested solution and support. Foskor reserves the right not to select any future proposal.

Foskor reserves the right to award this tender in full or partially; to award to one company or to more than one company.

1.6 MARKETING REFERENCES

Prospective vendors may not make any reference to the potential project in any literature, promotional material, brochure or sales presentation, or make any other commercial use of Foskor's name and/or this Tender, without the express written consent of Foskor.

2. SCOPE OF THE TENDER

This Scope of Tender is for our Supply and Delivery of **MILL RODS**, and you are requested to tender as set out below.

2.1 Product Description

TYPE	SIZE	SPECIFICATION
Bar Rod Mill	80mm x 3,357m	400Cr Tolerance +50mm – 0 Spec 2% Cr
Bar Rod Mill	60mm x 3,357m	400Cr Tolerance +50mm – 0 Spec 2% Cr
Bar Rod Mill	80mm x 3,980m	400Cr Tolerance +50mm – 0 Spec 2% Cr
Bar Rod Mill	100mm x 4,280m	400Cr Tolerance +50mm – 0 Spec 2% Cr

Elements	C	Si	Mn	P	S	Cr	Mo
%	0.35-0.45	0.3-0.5	1.4-1.6	0.05 Max	0.05 Max	1.5-2.5	0.4 Max

Hardness- HB 370-450

2.2 Quantity

- (a) Refer to Section 4 (Pricing and Delivery Schedule) of the RFP document (Pricing and Delivery Schedule) for the estimated annual quantities. The indicative quantities are based on historic usages, we cannot guarantee the exact quantity to be used.
- (b) Foskor reserves the right to award the tender to one supplier only or to split the tender between two or more suppliers.

2.3 Delivery

- (a) The product needs to be delivered to Foskor's Phalaborwa warehouse situated in the Limpopo Province of South Africa.
- (b) Method of transport must be clearly indicated.
- (c) Transport rates must be quoted separately from the unit price.

2.4 Price

- (a) **Prices must be quoted Per Rod (each) and Per Ton.**
- (b) A full-cost breakdown of your price must be included, e.g. Shipping, import duties etc.

- (c) Foskor shall give preference to offers submitted on a fixed price basis. Suppliers submitting an offer must clearly indicate the period for which their price shall remain fixed.
- (d) If there is to be any escalation the full escalation formula must be included, as well as indices to be used, base date, ROE etc.
- (e) If quoting in foreign currency, please stipulate the following:
- Country of Manufacture of the Mill Rods
 - Rate of Exchange applicable to the bid price offered in South African Rands
 - All tenderers quoting in foreign currency must convert their prices to South African Rand (ZAR).
 - To ensure fairness and consistency in evaluating tenders where prices are quoted in foreign currencies, all bidders must apply the same exchange rate when converting to South African Rand (ZAR).
 - Where prices are quoted in a currency other than South African Rand (ZAR), the tenderer shall convert such prices to ZAR using the selling rate of exchange published by the South African Reserve Bank on the date of the tender briefing session.
Website link: <https://www.resbank.co.za/en/home/what-we-do/statistics/key-statistics/selected-historical-rates>
 - Below is an example of the table for the foreign exchange submission, **which must be completed in Section 4 of the RFP document “Pricing and Delivery Schedule”**.

Item Description	Foreign Currency e.g. (US\$, Chinese Yuan)	Price per Rod in Foreign Currency	Exchange Rate (SARB) – Date	ZAR Equivalent
1. Bar: Rod mill 80mm x 3,357m				
2. Bar: Rod mill 60mm x 3,357m				
3. Bar: Rod mill 80mm x 3,980m				
4. Bar: Rod mill 100mm x 4,280m				
	Foreign Currency e.g. (US\$, Chinese Yuan)	Price per Ton in Foreign Currency	Exchange Rate (SARB) – Date	ZAR Equivalent
5. Transportation Cost				

2.5 Contract Commencement Date and duration:

- (a) It is envisaged that this contract will commence on 1 April 2026 and have a duration of 36 months (3 years), with an option to extend the contract for an additional 24 months (2 years) at Foskor’s discretion based on supplier performance, price competitiveness, and value-added services, amongst other considerations.

2.6 Schedule to completed by the tenderer (Where applicable)

- (a) The Tenderer shall complete accurately and, in every detail, sign and date the schedules contained in this enquiry document and submit the completed schedules with his tender.
- (b) Failure to submit the schedules completed in all respects may render the tender liable to rejection. Any schedules, which merely refer to the tender specification or other information such as catalogues and pamphlets, will be considered as incomplete. Should a schedule not be applicable or only in part applicable to the tender, such schedule should be endorsed accordingly.

2.7 Only complete tenders will be considered

- (a) Should the Tenderer consider that certain additional equipment / work and services would be essential for the proper functioning of the plant etc. although not covered specifically in this enquiry, the tenderer shall include for such items of equipment and / or work and/ or services in his tender prices by quoting them separately.

3. COMPLIANCES WITH THE ENQUIRY SPECIFICATION AND CONDITIONS, DEVIATIONS AND ALTERNATIVES

3.1 COMPLIANCE WITH THE ENQUIRY SPECIFICATIONS AND CONDITIONS

- (a) The Tenderer shall make every effort to submit its basic offer strictly in accordance with the Specification and the conditions contained in the enquiry documents and subsequent official amendments thereto, if any. Adherence to this requirement will facilitate FOSKOR's task of evaluating/adjudicating tenders on a comparative basis.

3.2 DEVIATIONS FROM THE ENQUIRY CONDITIONS AND SPECIFICATIONS

- (a) Should the Tenderer be unable to tender in accordance with the conditions and specification of this enquiry in every respect, as requested, and should, therefore, the equipment/work and services offered by him vary from these conditions/specification in any way, he shall clearly state in his tender specification and completed schedules any such proposed deviation, should any equipment and/or plant performance guarantees be affected by such deviation, this shall be also clearly stated.
- (b) Unless any deviation/variation is clearly stated by the Tenderer in the tender and schedules as specified in (a) above, the contract works offered will be deemed to comply in detail with the enquiry conditions and specification. Should the Tenderer be awarded the contract, and should the contract works vary in any way from the agreed conditions and specification, such contract works will be liable to rejection.

3.3 FAILURE TO SUPPLY INFORMATION CALLED FOR

- (a) Should the Tenderer fail to furnish in his tender full information on all points required by FOSKOR in terms of this enquiry, such failure may render the tender liable to disqualification.

4. VALIDITY AND ACCEPTANCE OF TENDER

4.1 VALIDITY OF TENDER

- (a) The period during which Foskop shall have the right to accept the tender without any right of withdrawal on the part of the Tenderer is 180 business days from the closing date for the receipt of tenders.

4.2 ACCEPTANCE OF TENDER

- (a) Foskop does not bind itself to accept the tender lowest in price or any tender nor to assign any reason for the rejection of any tender.
- (b) No tender shall be deemed to have been accepted unless such acceptance has been conveyed to the Tenderer by Foskop's in writing.
- (c) By the tenderer's signature and submission of the tender document, the tenderer hereby accepts and agrees to the terms and conditions contained in this tender document and Standard Terms and Conditions and Special Conditions of Contract, which is accessible on the Foskop website, www.foskop.co.za.

5. CONFIDENTIALITY

- (a) The Tenderer shall treat the details contained in the enquiry documents, annexures and amendments thereto if any, in subsequent correspondence and matters discussed during negotiations as private and confidential, irrespective of whether their tender is accepted or not.
- (b) Foskop will likewise treat the Tenderer's proposal and relevant correspondence and discussions as private and confidential.

6. FINANCIAL

Financial aspects of the tender are important factors in the evaluation/adjudication of tenders so this must be clearly specified.

6.1 CURRENCY AND RATE/S OF EXCHANGE (IF ANY)

- (a) All prices shall be quoted in Rand. The rate/s of exchange (if any) used to establish the Rand values of tender prices for amounts payable overseas shall be stated in the relevant schedule.

6.2 PRICE VARIATIONS (ESCALATION)

- (a) Foskop shall give preference to offers submitted on a fixed price basis. However, should the Tenderer insist that certain prices be subject to price escalation, the relevant information must then be submitted in detail together with his tender.

Price variations of more than 10% may entitle Foskop to source alternative suppliers. For example:

$$P_n = P_0 \times \left[a + b \times \frac{S_n}{S_0} + c \times \frac{F_n}{F_0} + d \times \frac{E_n}{E_0} \right]$$

Where:

- **P_n** = Adjusted price
- **P₀** = Base price at contract date
- **a** = Fixed portion (e.g., 15–30%)
- **b** = Weight for steel (e.g., 50–70%)
- **c** = Weight for fuel/energy (optional, e.g., 10%)
- **d** = Weight for exchange rate (optional, e.g., 10%)
- **S₀, S_n** = Steel index at base and current date
- **F₀, F_n** = Fuel index at base and current date
- **E₀, E_n** = Exchange rate at base and current date

Indices to be used could include:

- **Steel:** CRU "HR Coil Domestic China ex warehouse" or LME steel billet index.
- **Fuel/Energy:** Brent crude or SEIFSA fuel index (if relevant).
- **Exchange Rate:** SARB or Reuters USD/ZAR rate.

7. ALTERNATIVE AND OPTIONAL PROPOSALS

7.1 ALTERNATIVE OFFERS

The Tenderer may submit an alternative offer in accordance with the basic requirements of the Enquiry Specifications, but shall in addition offer alternatives, if -

- (a) Any such alternative/s are called for in the enquiry, and/or
- (b) The Tenderer wishes to offer alternatives of his own choice, giving reasons for such alternative offers.

NB: Prior to offering any alternates, the tenderer must respond to the Foskor Scope of Requirements for their tender submissions to be considered.

8. PACKING, TRANSPORTATION AND DELIVERY (WHERE APPLICABLE)

This must be clearly defined, and prices submitted should the Tender quote a delivered price. The delivery date must be clearly stipulated.

The table below is the format which the tenderer is to provide:

Please indicate your manufacturing and delivery lead times for each type of mill rod from the date of Purchase Order (PO). **Additionally, indicate what the potential**

minimum order quantity required by the Tenderer. Include production time, delivery time, and any customs clearance estimates (where applicable).

NB: Complete this Delivery Schedule in Section 4 of the RFP Document

Mill Rod Type	Weight per Mill Rod [Insert weight in Kilograms]	Quantity (Tons) [Insert Qty]	Manufacturing Lead Time (Calendar Week)	Delivery Lead Time (Calendar Week)	Minimum Order Quantity
1. Bar: Rod mill 80mm x 3,357m					
2. Bar: Rod mill 60mm x 3,357m					
3. Bar: Rod mill 80mm x 3,980m					
4. Bar: Rod mill 100mm x 4,280m					

9. GENERAL CONDITIONS OF CONTRACT

Any eventual order will be subject to the following:

- (a) Foskop's Standard Terms & Conditions of Services and Contracts (available of the Foskop website www.foskop.co.za)
- (b) Special Conditions of Contract (available of Foskop website)
- (c) This Scope of Work documents
- (d) The Foskop Request for Proposals document
- (e) Commercial Terms and Conditions – Special conditions that may be negotiated with the successful contractor.

10. TERMS OF PAYMENT

- (a) Foskop standard terms of payment are 30 (thirty) days from date of statement, subject to approval by the relevant Foskop Official.
- (b) Foskop may give preference to contractors willing to negotiate longer payment terms.
- (c) Should Foskop's official not be satisfied with the invoice/work or goods for which payment is claimed, Foskop reserves the right to withhold payment until such time that such problems be rectified.
- (d) Foskop reserves the right to charge a penalty fee of 0,5% of total order value for every week that the order is over the quoted delivery time.

11. SAFETY, HEALTH AND ENVIRONMENT

- (a) Tenderers must ensure that any offer submitted to Foskor in terms of the enquiry conforms to the provisions the Mine Health and Safety Act, No. 29 of 1996 (MHSA).
- (b) Should Foskor accept your tender or part thereof any goods, equipment, installation, construction etc. provided shall also conform to the said MHSA, including but not restricted to, information regarding the disposal of hazardous substances. The successful tenderer shall also ensure that they conform to Foskor's internal SHEQ standards on environmental issues.
- (c) As per the Foskor Health and Safety Policy it is mandatory for all Contractors working on site to undergo medical examinations prior to commencing work on Foskor's site. Currently Foskor does accept the results of the medical examinations conducted at the Phalaborwa Mining Company (PMC) clinic provided the Contractors work at both sites, and the examination was conducted in the previous twelve (12) months.
- (d) Please take note of the following, prior to undergoing medical examinations:-
 - (i) All Contractors, like Foskor employees, will undergo annual medical examinations. Medical examinations are only valid for a period of one (01) year.
 - (ii) Contractors who work exclusively on Foskor site are expected to undergo examinations at the Foskor clinic; medicals conducted elsewhere will not be accepted.
- (e) All Contractors shall undergo an exit medical examination at the clinic on site, exit medicals conducted elsewhere will not be accepted.
- (f) It will remain the responsibility of the Contractor to ensure that his/her employees undergo the examinations as well as the exit medical examination referred to above.
- (g) Contractors are responsible for the training of all their employees in accordance with the training requirements of Foskor. The following training will be required: Basic Health and Safety, First Aid and HIRA. The cost of all training is for the contractor's account.

12. QUALITY

- (a) The supplier must provide the necessary quality management systems and plans to ensure that the quality of its Mill Rods complies with the requirements of this scope of work and specifications.
- (b) The supplier shall be responsible for all the resources required for executing the Quality Management System including but not limited to, developing the Quality Assurance Plan & performing the Quality Control measures to ensure that the deliverables comply to the specifications & standards mentioned in the scope of work
- (c) Any change requests / additional work resulting due to inadequate quality management system will be to the account of the supplier.
- (d) FOSKOR might appoint a third party for Quality Control Inspections.
- (e) The supplier will have to provide an approved quality system for all work executed.
- (f) This will include the following but is not limited to:
 - Quality plan
 - Quality compliance
 - Quality Assurance
 - Quality Authorization matrix – part of Quality plan o Quality control
 - Quality administration. – All documents, checks, measurements, reports, variances, analysis, Corrective actions, etc. needs to be properly filed and available on request at any time.
 - Includes all test work, laboratories, filing, etc.
 - Quality communication – What needs to be reported to whom and at what frequency.
 - State any specify hold points that is not negotiable here
 - State any other quality that is applicable that is not in the “Parameters” section
- (g) Tenderers are to note that FOSKOR reserves the right to undertake ad hoc and periodic quality assessments on the Mill Rods, and to reject Mill Rod deliveries that fail its minimum chemical composition and hardness requirements.

13. TRANSPORTATION (WHEN APPLICABLE)

The Tender is required to submit documentary proof that they comply with the requirements of the National Road Traffic Act, 1996 and the SABS 0231 code of practice "Transportation of Dangerous Goods – Operational Requirements for Road Vehicles".

14. APPLICABLE ACTS/LAWS

The Supplier shall always comply with Acts or laws applicable to it as a legal entity operating and providing services under South African law and shall, without limitation, specifically comply with:

- (a) the Unemployment Insurance Act.
- (b) the Basic Conditions of Employment Act.
- (c) Labour Relations Act.
- (d) the Workman's Compensation Act.
- (e) the Mine Health and Safety Act; Environmental Legislation,
- (f) National Water Act.
- (g) Occupational Health and Safety Act and any regulations promulgated in terms thereof.

17. APPENDICES

17.1 Appendix 1

Reminder of Risk definition – Life Saving Rules

1. Trackless Mobile Machinery
2. Working at Heights
3. Lock-out
4. Lifting Machinery
5. Working with live electrical installations
6. Confined spaces
7. Machine guarding
8. Conveyors
9. Machine Safety Devices

17.2 Appendix 2

Summary of Legislative requirements

- 1) The successful or appointed contractor shall comply with:
 - a. The Mines Health and Safety Act with Regulations (Latest revision)
 - b. The National Road Traffic Act with Regulations (Latest revision)
 - c. All applicable national and international legislative requirements and regulations.
 - d. Foskop (Pty) Ltd. COP (Compendium of Procedures) No. 25 for Contractor Control (Available on request)
 - e. Foskop (Pty) Ltd. COP (Compendium of Procedures) No. 59 for Trackless Mobile Machinery (Available on request)
 - f. All Foskop (Pty) Ltd. safety, health, quality and environmental procedures. (Available on request)
 - g. All Foskop procedures and policies applicable to the successful application of the contract. (Available on request)

17.3 Appendix 3

Extracts from Foskop COP's – Required to comply to complete Foskop COP's and Procedures

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

- a. Ensure that his driver/s are in possession of a valid national drivers license for the specific class of vehicle, has been tested by the Foskop mobile equipment training centre and authorised by a Foskop MHSA (Mines Health and Safety Act) regulation 2.13.1 appointee for the class of vehicle to be used on site.

(Contact the Foskop mobile equipment training centre on 015 789 2840 to make an appointment for competence testing and authorisations)

- b. The appointed contractor shall, before entering and operating a vehicle or trailer on the Foskop premises:
 - i. Obtain permission from the Foskop Safety & Security manager to operate his nominated service vehicle/s or trailers on the Foskop site. (Forms will be provided)
 - ii. Obtain a certificate of fitness from the Foskop Light Vehicle maintenance workshop supervisor or appointed Foskop inspector for his nominated service vehicle/s. Inspections conducted daily between 08:00 and 08:30 and between 13:30 and 14:00 (Excl. Fridays) at the Light Vehicle Maintenance workshop.
 - iii. Submit the above permission and COF in at the main security office for issue of a vehicle access disk.
- c. Ensure that his service vehicles / trailers have been inspected (Daily) in accordance with the Foskop standard (COP 59) to ensure that they are safe and fit for use. (Forms will be provided)
- d. See Foskop COP 59, Trackless Mobile Machinery for details.

- 3) Before entering and operating/working on the Foskop site the appointed contractor shall ensure that his driver/workmen are:

- a. Briefed on the required task and have been informed of any abnormal conditions/situations.
 - b. Physically, emotionally and mentally fit to perform their duty.
 - c. Issued with the necessary PPE (Personal Protective Equipment) to safely operate his service vehicles and perform the duty of maintaining, servicing, inspecting and testing earthmoving- and mobile equipment.
 - d. Before commencement of work:
 - i. All tools and equipment shall have been inspected and tested to be in a good and safe working order.
 - ii. All workmen have participated in the completion of a standard Foskor site risk assessment (Commonly known as a HIRA or Hazard Identification and Risk Assessment) and taken appropriate actions to mitigate any identified hazards.
- 4) Before entering and operating/working on the Foskor site the appointed contractor shall ensure that his portable electrical equipment have been tested and declared safe to use by the Foskor electrical services workshop.
- 5) Although every effort has been made to ensure that the information contained within this document is correct, it remains the responsibility of the bidder to verify actual status and site conditions. (A site visit can be arranged)

17.4 Appendix 4

Safety File (Where Applicable)

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

Note! A safety file index is available from Foskor Safety Department

- 1) Title and index cover page
- 2) A copy of the PERMIT TO WORK.
- 3) A copy of the MHSA Regulation 2.6.1 and -2.9.2 and SHE Rep appointment letters.

- 4) A copy of Foskop COP 25, Contractor control.
- 5) Base line risk assessment of ALL and ANY POTENTIAL tasks that may be performed on site under this contract. See Foskop COP 26, Critical Task Descriptions for details.
- 6) Copies of critical task descriptions and standard operating/maintenance procedures.
- 7) Copies of the appointed contractor's safety, health, environmental, HIV and AIDS, smoking and waste management policies.
- 8) Training records of all on-site employees.
- 9) Employee records of actual time worked (Normal and overtime).
- 10) Copy of on-site induction training.
- 11) Records of inspections of TMM (Trackless Mobile Machinery) and trailers. See Foskop COP 59, Trackless Mobile Machinery for details.
- 12) All documentation and certification related to COP 56.
- 13) Records of issues and inspections of PPE (Personal Protective Equipment) and safety equipment. See Foskop COP 65, Personal Protection Equipment for details.
- 14) Records of issues and inspections of PEE (Portable Electrical Equipment). See Foskop COP 60, Portable electrical Equipment for details.
- 15) Records of issues and inspections of tools and equipment. See Foskop COP 63, hand tools for details
- 16) Records of daily, weekly and monthly 2.6.1 / SHE Rep safety inspections. See Foskop COP 22, SHE Inspections for details.
- 17) Records of daily green-area and safety talks. See Foskop COP 7, Communication for details.
- 18) Any other documents, certificates or records as requested by a Foskop official deemed necessary to ensure that all safety, legislative and administrative requirements have been met.

Note: Contractor can obtain an updated CD/Disk with all Foskop COP's from Bridget Cole at Projects.

17.5 Appendix 7

COP 25 – CONTRACTORS LEGAL OBLIGATION AND MINIMUM REQUIREMENTS

Contractor must comply to the requirements below within 4 weeks from awarding the contract unless otherwise agreed with 3.1 a and SHE Manager within 10 days from the awarding of such contract

	Visitors	Short Term Contractors (1-5 days)	Medium Term Contractors (1 days -1 month) – low risk	Long Term Contractors (>1 month) – low risk work	Medium or Term Contractors (1 days up to 12 month) – Risk work
Definition	Consultations, Salespersons, Foskor arranged and organised visitor groups, Family of injured employees	Deliveries, Consultation, Specialist, Auditors for less than 5 days and do not exceed 4 visits per year	Contractors working on the Mine premises for period more than 6 day but less than 1 month.	Duration of work is longer than 1 month	Duration of work is irrelevant (only focus on Risk exposure)
Special conditions	May perform no work on site	May perform no physical work on site that will involve tools, equipment or machinery.	- No work that relates to life saving behaviours e.g. Construction, Conveyors, Lifting, Electrical, Lock-out, Working at Heights, Hot work. - Specialist and consultants (experts) working in teams smaller than 5 for less than 1 month on site.	No construction work or work that relates to life saving behaviours e.g. Conveyors, Lifting or Rigging, Electrical maintenance, Lock-out, Hot work, confined spaces, use of TMM's, Working at heights	This include all work relating to relates to <u>life saving behaviours</u> (risk work) and therefore must comply to relevant training and Authorisations as required in the Foskor COP's before work can start and permits signed.
Supervision	The organiser is responsible for the group. The visitors <u>must</u> be accompanied by a Foskor Regulation 2.9.2, Regulation 2.6.1 or legally appointed person.	Direct supervision of Foskor appointed Regulation 2.9.2. and Regulation 2.6.1	Direct supervision of Foskor appointed Regulation 2.9.2. and Regulation 2.6.1 appointed manager may be provided if contractor is unable to supply.	Must provide dedicated Regulation 2.9.2. with proof of competency and direct supervisor. Regulation 2.6.1 appointed manager may be provided if contractor is unable to supply.	Must provide dedicated Regulation 2.6.1. and Regulation 2.9.2. appointees with proof of competency. The Regulation 2.9.2 appointee must have technical competency and experience in line with scope and trained in the in all aspects as defined in Baseline risk.
Medical Surveillance	Only completed a declaration of fitness and health matters relevant to visit	Shortened medical surveillance Must declare Pregnancy and all chronic medical conditions at Mine Clinic	Full Medical Surveillance as per COP Must declare Pregnancy and all chronic medical conditions at Mine Clinic	Full Medical Surveillance as per COP Must declare Pregnancy and all chronic medical conditions at Mine Clinic	Full Medical Surveillance as per COP Must declare Pregnancy and all chronic medical conditions at Mine Clinic
Permit required	Day Permit is obtained at Security (Valid for 1 day)	Short term ID card at Security Return permit to Security when completed.	Short term ID card at Security	Permit to work at Foskor Permanent ID at security	Permit to work at Foskor Permanent ID at security

		(Permit each day)	Permit to work at Foskor is required unless Specialists or Product experts. Return Permit to Security when work is complete	Return Permit to Security when work is complete	Return Permit to Security when work is complete
Induction	SHEQ Induction pamphlet only	Attend full Foskor Induction Site Specific Induction SHE Induction Pamphlet	Attend full Foskor Induction Site Specific Induction SHE Induction Pamphlet	Attend full Foskor Induction Site Specific Induction SHE Induction Pamphlet	Attend full Foskor Induction Site Specific Induction SHE Induction Pamphlet
Minimum training	None	None	1. First Aid Training 2. HIRA 3. Understanding Basic Health and Safety Principles	1. First Aid Training 2. HIRA 3. Understanding Basic Health and Safety Principles <u>PLUS</u> , all training as defined in Baseline risk assessment and Scope (COP 1)	1. First Aid Training 2. HIRA 3. Understanding Basic Health & Safety <u>PLUS</u> , all training as defined in Baseline risk assessment and Scope (COP 1). When construction or maintenance work is done – minimum 1 artisan per team.
Letter of Good standing	Not required	Not required	<u>May</u> be required (dependant on scope) and correct nature of business must reflect on the Letter of Good standing	Required and correct nature of business must reflect on the Letter of Good standing	Required and correct nature of business must reflect on the Letter of Good standing

17.6 Appendix 8

**PRICING AND DELIVERY SCHEDULE – REFER TO SECTION 4 OF THE RFP
DOCUMENT WHICH SUBSTITUTES THIS SECTION 8**

17.7 Appendix 9

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

ACCEPTANCE

The conditions and requirements as stated in this "Scope of Work" are accepted with the following **exceptions / exclusions**: -

The conditions and requirements as stated in this "Scope of Work" are accepted with the following **inclusions**: -

Subcontractor (please provide list and function)

Price Basis for the duration of the contract / till supply of goods (Please tick):

Fixed

☐

Duration of fixed price

12 Months

☐

24 Months

☐

Variable

☐

Price Base Date

Bid Closing Date

If variable provide price variation factors, percentages and formula in cover letter. (Please specify indices to be used)

Price variation factors & percentages (e.g. material, labour, fuel, overheads, admin etc.)

Factor	%

Factor	%

Factor	%

Factor	%

Factor	%

APPENDIX 10

TECHNICAL EVALUATION: STAGE 1

APPENDIX 10 - TECHNICAL EVALUATION CRITERIA (STAGE 1)		
Pre-Qualification Criterion NB: Failure to comply with this requirement will render the bid response as non-compliant and will not be further evaluated.		
Certificate of Chemical Analysis of the Mill Rods from an independent South African or Internationally Accredited Laboratory. - For South African Laboratories a South African National Accreditation System (SANAS) or ISO / IEC 17025:2017 accreditation will be required. A copy of Chemical Analysis report is to be submitted with the bid submission & written confirmation of the Accreditation of the Laboratory where the chemical analysis was conducted.		
1st Stage Technical Evaluation Criteria:	100%	
Milling Media		
	SCORING CRITERIA	PROOF TO BE PROVIDED BY THE BIDDER
1. Company experience	20%	
Previous experience in supplying Milling Rods		1. Reference letter on customer letterhead indicating date of commencement of contract and contract value, and / or
20 years and over =	20%	2. Copy of contract indicating commencement date and contract value, and / or
>10 years ≤20 years	15%	3. Purchase Orders indicating date of Purchase Order and Purchase order Value.
≥5 years ≤10 years	10%	4. Supporting documents must be accompanied by contactable references for verification.
< 5 years	0%	5. Bidder to summarise all references provided on consolidated Project Reference List
2. Foundry in existence: Have access/ownership of a foundry	20%	
Foundry Operator / Manufacturer of Mill Rods	20%	1. Provide title deed or certificate of ownership of the foundry and Company Profile demonstrating manufacturing capabilities, or
		2. Provide proof of lease agreement with a Foundry owners and Company profile demonstrating manufacturing capabilities.
Agent of foundry owner / Manufacturer of mill rods .	10%	Provide commercial partnership / agency / resellers agreement with the foundry owner / manufacturer of the mill rods.
3. Capacity of Foundry/ manufacturing Facility	20%	
Primary manufacturing foundry has capacity to produce the required annual quantities.	20%	1. Report showing actual production figures for a minimum consecutive period of 5 years.
		2. The installed production capacity of the manufacturing facility / facilities.

Primary manufacturing foundry cannot produce the required annual quantities, but supplier will supplement from other manufacturers.	15%	3. Supply agreement or letter of commitment from the supplementing manufacturer, detailing who the manufacturer is, the location of the facility and the installed production capacity of the supplementing manufacturer.
Cannot meet the annual quantity demands =0%	0%	
4. Delivery lead time after receiving annual contracted production quantities and official delivery purchase order.	20%	Provide a delivery plan inclusive of raw material reserves, buffer stock levels, and transportation details.
≤7days	20%	
> 7 days ≤14 days	10%	
>14 days and over	0%	
5. Business Continuity and Risk Management Systems in place	20%	Submit Business Continuity Plan and Risk Assessment Document covering amongst others but not limited to: 1. Ability to recover operations after disruptions (e.g., strikes, natural disasters) 2. Macro environmental economic factors, 3. Raw Material Shortages
Meet full requirements <i>Comprehensive plan with tested measures and documented evidence</i>	20%	
Partially Meet the requirements <i>Basic plan, limited detail.</i>	10%	
No = Poor Plan <i>No formal plan or inadequate measures.</i>	0%	
For the bid to be considered for shortlisting, the bidder needs to score 70% to proceed to the next stage of evaluation and above and comply to all mandatory requirements.		

TECHNICAL EVALUATION: STAGE 2

APPENDIX 10 - TECHNICAL EVALUATION CRITERIA - STAGE 2		
2nd Stage Technical Evaluation Criteria: Milling Media	100%	
	SCORING CRITERIA	PROOF TO BE PROVIDED BY THE BIDDER
1. Mill Rod Supply for Industrial Test	20%	
Supply 1200 Test Rods of the following Spec: 80mm X 3,980m, Tolerance +50mm-0 Spec 2% Cr (145/0041)		Proof of compliance will be the rods delivered to site with the quality certificates and quantity stipulated on the PO.
Note to bidder: Foskor will purchase the specified quantities and quality of rods from the shortlisted suppliers, the 1200 quantity will be divided amongst the shortlisted suppliers.		
Full quantity provided, supported by quality certificate and delivered on time.	20%	1. Confirmation of manufacturing of test rods, provision of quality assurance certification.
Less than full quantity provided, supported by quality certificate and delivered on time	10%	2. Foskor will verify the chemical composition of the rods via its own independent accredited laboratory testing.
No Test Rods Supplied	0%	3. Delivery notes signed by Foskor representative.
2. Quality Assurance	20%	
Provide a comprehensive and substantiated quality assurance plan including ISO Accreditation	20%	1. Provide a detailed quality assurance plan indicating processes, controls and standards applied in the manufacturing process.
No Quality Assurance Plan provided and / or ISO 9001 certificate provided	0%	2. Provide a valid ISO 9001 certificate.
3. Industrial Test: Grind Results	20%	
Target = +425 Micron, Size $\leq$ 22%, - 212 Micron $\geq$ 55%	20%	1. Proof of compliance will be Foskor's Analysis Report
Target = +425 Micron, Size $\leq$ 25%, - 212 Micron $\geq$ 50%	10%	
+425 Micron, Size > 25%, Minus 212 Micron < 50%	0%	
4. Industrial Test: Consumption Rates / Wear Rates (Target = 250 grams/ton)	40%	
Grams/ton below or on Target ($\leq$ 250g per ton)	40%	1. Proof of compliance will be Foskor's Analysis Report
Grams/ton greater than 10% above the target (>250g $\leq$ 275g per ton)	30%	
Grams/ton greater than 20% above the target (>275g $\leq$ 300g per ton)	20%	
Grams /ton more than 20% above Target (>300g per ton)	0%	
For the bidder to progress to the Commercial Evaluation Stage (Price & Preference), the bidder needs to score 70% and above and comply to all mandatory requirements.		

