



REQUEST FOR PROPOSAL [RFP]

Form No: Foskor PROC 017

Revision No: 01

Effective Date: August 2024

FOSKOR [MINING]

an Operating Division of FOSKOR (PTY) LTD

[hereinafter referred to as **Foskor**]

[Registration No. 1951/002918/07]

FOR THE SUPPLY OF A CRAWLER ROCK-BREAKER (INTERCHANGEABLE HAMMER/CHISEL AND BUCKET)

RFP NUMBER : FOSPHB – RFP –17-24/25
ISSUE DATE : 07 November 2024
CLOSING DATE : 03 December 2024
CLOSING TIME : 12:00PM
BID VALIDITY PERIOD : 120 Business days from closing [20 May 2025]

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

PREQUALIFICATION

Refer to Table 14.3 [Page 23-26 of RFP]

SCHEDULE OF BID DOCUMENTS

Section No	Page
SECTION 1: SBD 1 FORM	2
SECTION 2 : NOTICE TO BIDDERS	5
SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS	10
SECTION 4: PRICING AND DELIVERY SCHEDULE	31
SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS	34
SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT/FOSKOR STANDARD TERMS AND CONDITIONS & APPLICABLE DOCUMENTS	40
SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM	41
SECTION 8: RFP CLARIFICATION REQUEST FORM	46
SECTION 9: B-BBEE PREFERENCE POINTS CLAIM FORM	47
SECTION 10: JOB-CREATION SCHEDULE	52
SECTION 11: SBD 5	54
SECTION 12: PROTECTION OF PERSONAL INFORMATION	57

RFP ANNEXURES:

- ANNEXURE A: FOSKOR STANDARD TERMS AND CONDITIONS
- ANNEXURE B: GENERAL BID CONDITIONS
- ANNEXURE C: SUPPLIER INTEGRITY PACT
- ANNEXURE D: NON-DISCLOSURE AGREEMENT

SECTION 1: SBD 1 FORM

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	FOSPHB-RFP-17-24/25	CLOSING DATE:	03 DECEMBER 2024	CLOSING TIME:	12:00PM
DESCRIPTION	FOR THE SUPPLY OF A CRAWLER ROCK-BREAKER (INTERCHANGEABLE HAMMER/CHISEL AND BUCKET)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
RESPONDENTS ARE TO SUBMIT THEIR BID RESPONSES IN THE TENDER BOX AT THE RECEPTION OF THE FOLLOWING PHYSICAL ADDRESS:					
Foskor Phalaborwa Moshate Building 27 Selati Road Phalaborwa 1389 (TENDER BOX IS LOCATED AT SECURITY – Moshate Building 27 Selati Road Phalaborwa) OR by e-mail to Tenders@foskor.co.za					
NOTE WELL: BIDS MUST ONLY BE SEND TO THE ABOVE FOSKOR OFFICIAL E-MAIL ADDRESS, tenders@foskor.co.za, NOT TO THE OFFICIAL HANDLING THIS TENDER. BIDS MUST NOT EXCEED 20MB PER BATCH WHEN SENDING. BIDDERS SUBMITTING IN THE TENDER BOX ARE REQUIRED TO INCLUDE A COPY OF THEIR SUBMISSION ON A MEMORY STICK.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ruth Springbok		CONTACT PERSON	Ruth Springbok	
TELEPHONE NUMBER	011 347 0619		TELEPHONE NUMBER	011 347 0619	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Ruths@foskor.co.za		E-MAIL ADDRESS	Ruths@foskor.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

Respondent's Signature

Date and Company Stamp

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION: 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

Respondent's Signature

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RFP NUMBER: FOSPHB-RFP-17-24/25

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

Respondent's Signature

Date and Company Stamp

SECTION 2 : NOTICE TO BIDDERS

1. INVITATION TO BID

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

DESCRIPTION	FOR THE SUPPLY OF A CRAWLER ROCK-BREAKER (INTERCHANGEABLE HAMMER/CHISEL AND BUCKET)
TENDER ADVERT	Foskor tenders are advertised on the National Treasury e-tender Portal, CIDB i-tender Portal and the Foskor website.
COMMUNICATION	Foskor will publish the outcome of this RFP on the National Treasury e-tender portal, CIDB i-tender portal and the Foskor website within 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This request must be directed to the contact person stated in the SBD 1 form. Any addenda to the RFP or clarifications will be published on the National Treasury e-tender portal, CIDB i-tender portal (where applicable) and the Foskor website. Bidders are required to check the National Treasury e-tender portal, CIDB i-tender portal (where applicable) and the Foskor website prior to finalising their bid submissions for any changes or clarifications to the RFP. Foskor will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.
BRIEFING SESSION	Yes, Compulsory Bidders are required to confirm their attendance and to send their contact details including the number of representatives (max. 2), where applicable to the following address: This is to ensure that Foskor may make the necessary arrangements for the briefing session. Refer to paragraph 2 for details.
CLOSING DATE	12:00 pm on 03 December 2024 Bidders must ensure that bids are submitted timeously. If a bid is late, it will not be accepted for consideration.
VALIDITY PERIOD	120 business days from Closing Date Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded. Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from the tender process. With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12

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

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Date and Company Stamp

2. FORMAL BRIEFING

A formal briefing session will not be held but should Respondents have specific queries they should email these to the Foskor employee(s) indicated in paragraph 5 [Communication] below.

3. RFP INSTRUCTIONS

- Please sign documents [sign, stamp and date the bottom of each page] before submitting them. The person or persons signing the submission must be legally authorised by the respondent to do so.
- **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offered. Any exceptions to this statement must be clearly and specifically indicated.
- Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 12 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

4. JOINT VENTURES OR CONSORTIUMS

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

5. COMMUNICATION

- For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted to Ruth Springbok before **16:00pm on 22 November 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 National Treasury e-tender portal, CIDB i-tender portal (where applicable) and the Foskor website.
- After the closing date of the RFP, a Respondent may only communicate with the AC Secretariat Ntwanano Mabulani, at telephone number, email Ntwananom@foskor.co.za on any matter relating to its RFP Proposal.
- Respondents are to note that changes to its submission will not be considered after the closing date.

Respondent's Signature

Date and Company Stamp

- It is prohibited for Respondents to attempt, either directly or indirectly, to canvas any officer or employee of Foskor in respect of this RFP between the closing date and the date of the award of the business.
- Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- Foskor will publish the outcome of this RFP in the National Treasury e-tender portal, CIDB i-tender portal (where applicable) and the Foskor website within 10 days after the award has been finalised. Respondents are required to check the 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 **Supplier/Service provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

8. EMPLOYMENT EQUITY ACT

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

9. DISCLAIMERS

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

- modify the RFP's Goods/Services and request Respondents to re-bid on any such changes;
- reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- disqualify Proposals submitted after the stated submission deadline 03 December 2024;
- award a contract in connection with this Proposal at any time after the RFP's closing date;
- award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- split the award of the contract between more than one Supplier/Service provider, should it at Foskor's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- cancel the bid process;

Respondent's Signature

Date and Company Stamp

- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to FOSKOR to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the outcome of the tender has been published the outcome of the bid process on the National Treasury e-tender portal, CIDB i-tender portal (where applicable) and the FOSKOR website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.

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

10. LEGAL REVIEW

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

11. SECURITY CLEARANCE

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

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.

Respondent's Signature

Date and Company Stamp

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

Company 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 is primarily a producer of phosphoric acid, phosphate-based fertilizers and lower volumes of sulphuric acid). As part of its replacement strategy, Foskor is now in the process of replacing One (1) of its CAT Rock Breaker. This document covers the minimum specifications and requirements for the supply of a crawler Rock Breaker.

2. EXECUTIVE OVERVIEW

Whereas Foskor is seeking a partner(s) to provide solutions for the supply of a crawler rock-breaker (interchangeable hammer/chisel and bucket) it also seeks to improve its current processes for providing these Goods to its end user community in Phalaborwa.

The selected Supplier/Service provider must share in the mission and business objectives of Foskor. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Foskor and its Supplier/Service provider will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Foskor to reach higher levels of quality, service and profitability.

Specifically, Foskor seeks to benefit from this partnership in the following ways:

- 2.1 Foskor must receive reduced cost of acquisition and improved service benefits resulting from the Supplier/Service provider's economies of scale and streamlined service processes.
- 2.2 Foskor must achieve appropriate availability that meets user needs while reducing costs for both Foskor and the chosen Supplier/Service provider(s).
- 2.3 Foskor must receive proactive improvements from the Supplier/Service provider with respect to supply/provision of Goods/Services and related processes.
- 2.4 Foskor's overall competitive advantage must be strengthened by the chosen Supplier/Service provider's leading-edge technology and service delivery systems.
- 2.5 Foskor end users must be able to rely on the chosen Supplier/Service provider's personnel for service enquiries, recommendations and substitutions.
- 2.6 Foskor must reduce costs by streamlining its acquisition of Goods/Services, including managed service processes on a Group basis.

3. SCOPE OF REQUIREMENTS

This scope covers the minimum specifications, requirements and basic characteristics for a diesel-powered long reach crawler Rock Breaker.

3.1 BASIC REQUIREMENT

The supply of a self-propelled, track-driven, diesel-powered Rock Breaker with a minimum flywheel power rating of 200kW, bucket capacity of between 0.4 and 0.6 cubic meters and designed to optimally operate in rough terrain open cast mining conditions.

The requirement is for the supply of a self-propelled, track-driven, diesel-powered long-reach boom rock breaker. The machine must have the capability to interchange its working tool between a rock-breaking chisel/hammer and an excavating bucket. It should be designed to operate efficiently under rough terrain, open cast mining conditions, similar in operation and efficiency to high-end rock breakers/excavators. The tracked rock breaker with an extra-long boom must be designed to operate in rough terrain and hard rock environment. The objective is to acquire a high-performance tracked rock breaker with an extended boom capable of handling both a hammer/chisel and an interchangeable bucket. The equipment will be used primarily in mining operations for breaking large rocks, boulders, and handling bulk materials, with the mobility needed to traverse various terrains within the mine.

Taking the specifications and requirements of this scope into consideration, the crawler Rock Breaker offered must be the same or similar in size, with similar features and characteristics, as a Komatsu PC360 or CAT 335 crawler excavator. The crawler Rock Breaker must be delivered fully equipped, fully fuelled, ready for operation and must comply with all the specifications and requirements of this scope. The crawler Rock Breaker must be manufactured and tested to meet all SAE, ISO and/or SANS standards and requirements for track driven crawler Rock Breakers.

(Unless otherwise specified, the crawler Rock Breaker will fourth be referred to as Rock Breaker)

3.2 GENERAL

- a) The Rock Breaker offered must be the same or similar in size, with similar features and characteristics, as a Komatsu PC360- or CAT 335 crawler Rock Breaker.
- b) The Rock Breaker must be equipped to ensure optimal efficiency under Foskor open mine pit operating conditions.
- c) The Rock Breaker must have all terrain capability.
- d) The Rock Breaker offered must comply with the following standards of safety:
 - I. Foskor standard procedures and requirements for safety and health.
 - II. The Mines Health and Safety Act and Regulations, 29/1996
 - III. All relevant SAE, ISO and SANS standards
- e) IN ACCORDANCE WITH THE MHSC (Mines Health and Safety Council) MANDATE of 2014, THE NOISE EMITTED BY THE ROCK BREAKER MAY NOT EXCEED 107DB(A).
- f) All materials and parts used must be freely available in the Republic of South Africa for a minimum period of fifteen (15) years.
- g) All tests and inspections of the assembled Rock Breaker and major components must be conducted at the suppliers' premises prior to dispatching to site in Phalaborwa.
- h) The supplier is responsible for the transporting to site and offloading of the Rock Breaker.
- i) All meetings will be held on Foskor premises, unless arranged otherwise.
- j) Upon delivery, the Rock Breaker will undergo a complete inspection to ensure that all the requirements of this SCOPE

 Respondent's Signature

 Date and Company Stamp

have been met.

3.3 ENGINE

- a) Rock Breaker to be fitted with an engine either from Komatsu or Cummins.
- b) Rock Breaker to have a minimum flywheel power rating of at least 200 kW.
- c) Exhaust emissions to meet all relevant ordinances.
- d) Engine cooling system must be compatible with NALCOOL 2000 or similar coolant.
- e) Engine exhaust system must be securely mounted and must be routed at least 300mm from any electrical systems, electrical wiring and hydraulic/oil systems.
- f) Micro oil and air filters to be engine manufacturer specified.
- g) Micro filtration system with engine oil filter restriction indicators (To be linked with the on-board vital signs monitoring system)
- h) Contamination control instrument coupling must be installed to draw oil samples

3.4 EXTENDED BOOM

- a) Minimum bucket/hammer working ranges:
 - i. Horizontal digging reach: 15.0m
 - ii. Vertical digging depth: 12.0m
 - iii. Dump height: 10.0m
 - iv. Vertical cutting height: 12.0m

3.5 BUCKET

- a) Bucket capacity between 0.4 m³ and 0.6 m³.
- b) Bucket to be heavy-duty designed for hard rock excavation.
- c) The design must allow for easy and rapid interchange between chisel/hammer and bucket.
- d) The material must be high-strength steel with abrasion-resistant properties.

NOTE: Bidder to quote complete spare set of GET (Ground Engagement Tools) as optional extra.

3.6 CHISEL (HAMMER)

- a) Operating Pressure of between 160-180 bar.
- b) Impact Energy minimum of 5400 joules.
- c) Blow Frequency: Adjustable between 250-500 blows per minute.
- d) Tool Diameter: Compatible with multiple sizes for different breaking requirements.
- e) Chisel Material: Tungsten carbide-tipped chisel or solid tungsten carbide or similar strength material for maximum hardness and durability.
- f) Chisel Hardness: HRC 68-70 (Rockwell Hardness C), suitable for breaking the hardest rocks, including quartzite and granite.
- g) Flow Rate: 120-180 litres per minute.

3.7 TRACKS

- a) Single grouser, minimum width 600mm and suitable for Foscok operating conditions.

NOTE: Bidder to quote complete spare set of tracks as optional extra.

3.8 STEERING SYSTEM

- a) Hydrostatic steering system with independent hydraulic pump and motor.

3.9 CAB

- a) A ROPS-type canopy according to ISO 3471 (1994) must be provided.
- b) A FOPS-type canopy according to ISO 3449 (1992) must be provided.
- c) IN ACCORDANCE WITH ISO 6396 (2008) THE CAB INTERNAL SOUND LEVEL WITH DOORS AND WINDOWS CLOSED MAY NOT EXCEED 76 DB(A) UNDER NORMAL OPERATING CONDITIONS.
- d) IN ACCORDANCE WITH THE MHSC (Mines Health and Safety Council) MANDATE, THE NOISE EMITTED BY THE ROCK BREAKER MAY NOT EXCEED 107DB(A).
- e) All cab windows to be equipped with heavy duty, factory fitted stone guards.
- f) Instrument panel:
 - i. All instruments must be metric and labelled in English.
 - ii. Engraved metal markers must be riveted to the instrument panel where instrument function is not indicated on the dial, readout, light or device.
 - iii. All instruments must be illuminated.
- g) Electrical horn. The sound must be clearly audible at a distance of at least 90 meters.
- h) Reverse hooter: Intermittent sound clearly audible at a distance of at least 90 meters.
- i) Air suspension seat with a dual-sided support recliner, fully height-backrest adjustable (90° to 120°), adjustable armrests, seat belt and thick cushions. Seat and arm rests to be covered in heavy-duty rip-stop material.
- j) Large clearly marked, tinted safety glass must be used throughout to provide good all-round visibility.
- k) Sliding windows with flat handles must be fitted on both sides of the cab.
- l) Fitted with lockable doors.
- m) Cab must be fitted with wide-angle rear-view mirrors.
- n) Two speed electric windscreen wipers
- o) Adjustable sun visor
- p) Seats, door padding and sun visor to be covered in heavy duty rip-stop material.

3.10 TWO-WAY RADIO

2-way radio must be installed in overhead console.

Make RTS model DV2066 programmed to the following frequencies:

Channel 1:	TX 76,375	RX 69,450
Channel 2:	TX 76,350	RX 69,425

(Any RTS agent or Mr Danie Ferreira at dfelectronicent@gmail.com can be contacted for details)

3.11 AIR CONDITIONER

- a) The Rock Breaker operator cab must be fitted with an air conditioner unit that is designed to maintain a cabin temperature of between 18°C and 25°C under the following given extreme Phalaborwa conditions:

PARAMETER	VALUE
Maximum outside summer temperature	45 °C
Maximum outside winter temperature	30 °C
Minimum outside winter temperature	5 °C
Approximate altitude above sea level	450 m

- b) All major components of the air conditioner, except the condenser and cab-heating unit, must be housed together in one modular unit.
- c) The compressor must be designed to deliver the required cooling output at the average engine speed encountered during the vehicle's normal operating cycle.
- d) All units offered must be ozone friendly and operate on refrigerant R134A.

3.12 SAFETY AND WARNING DEVICES AND ALARMS

- a) Rock Breaker to be fitted with a lockable master switch (Bosch 4 pole master switch and isolator locking bracket Trysome part number T170015403) to disconnect negative side of battery. Switch to be mounted within the engine compartment and be easily accessible for quick isolation.
- b) Rock Breaker to be fitted with a heavy-duty amber LED strobe light mounted in the center on the cab roof. The strobe light must be activated by means of an **independent** ON-OFF switch mounted on the dash, a LED light must indicate if strobe is ON or OFF. Electrical wires must be concealed and run neatly through body panels. **Strobe light may not to be wired into the ignition or light circuit.**
- c) Rock Breaker to be supplied with a set of emergency warning triangles stowed in a dedicated storage compartment within the cab compartment. Triangles must be SABS approved and comply with the requirements of the National Road Traffic Act.

3.13 LIGHTING AND ILLUMINATION

- a) Rock Breaker to be provided with the following working lights to provide 360° safe nighttime operation:
 - i. Two (2) forward facing mounted on front of Rock Breaker bonnet.
 - ii. Two (2) forward facing mounted on cab roof.
 - iii. Two (2) rear facing mounted on cab roof.
 - iv. Two left facing- and two right facing mounted on cab roof.
- b) All main and working lights (24 Volt) must be HELLA MEGA BEAM LED and must provide adequate lighting for safe nighttime operation.
- c) All working lights must be fitted with rugged metal guards.
- d) **COMPLIANCE CERTIFICATE TO BE SUPPLIED WITH ROCK BREAKER** certifying that the functional performance requirements of all working lights were tested by a competent authority.

(The following groups supply Automotive LED globes: HELLA, AC/DC Dynamics, Electro Diesel Group, TRYSOME, and FARASONN Auto Electrical)

3.14 COLLISION AVOIDANCE (PROXIMITY DETECTION) SYSTEM

- a) Rock Breaker to be supplied with a FAVORSEA CAS-L7 (level 7) Mine Collision Avoidance System.
- b) The cabin display unit must be mounted neatly, permanently and unobstructive on the Rock Breakers' dash and must be easily observable to the operator.
- c) Display unit must be visible at night.
- d) CAS system to be powered directly from the Rock Breakers own power source (No batteries)
- e) CAS system must be equipped so that when an object within a 10.0-meter distance from the Rock Breaker is detected, an intermitting audible warning signal will activate. Noise intensity of 85 - 90dB
- f) All wiring and cabling must be neat, unobstructive and concealed within body panels.
- g) **COMPLIANCE CERTIFICATE TO BE SUPPLIED WITH ROCK BREAKER** certifying that the CAS system was supplied, installed and commissioned by FAVORSEA Africa or an official FAVORSEA appointed agent/authority.

FAVORSEA AFRICA

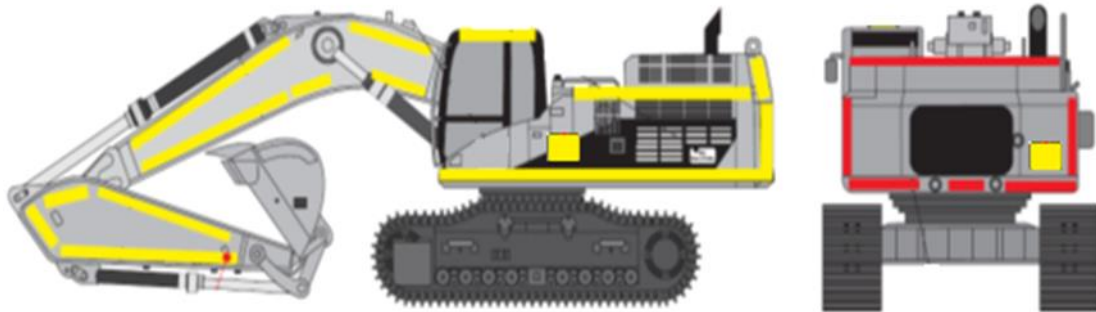
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 Respondent's Signature

 Date and Company Stamp

3.15 CONSPICUITY MARKING FILM AND LABELS

- a) Rock Breaker shall be provided with conspicuity marking strips (Tape) to show the general outline of the Rock Breaker from the front, rear and sides, where:
 - i. SIDES: Yellow (3M Diamond grade 983-71)
 - ii. REAR: Red (3M Diamond grade 4092)
 - iii. FRONT: White (3M Diamond grade 4090)
 - iv. Tape strips shall be placed in a straight line with the least number of interferences (eg. Door handles, light lenses, exterior mirrors, etc) to clearly indicate vehicle length, width, height and general outline.
 - v. Tape strips to be cut 25mm shorter than desired length so that the strip ends short of a panel edge.
 - vi. Round corners (10mm radius) of tape strip to prevent film lifting away from surface/panel.
 - vii. Tape strips to be flat and smooth, no wrinkles.
 - viii. Tape strip may not be placed on any rotating part of the Rock Breaker.
 - ix. Tape strip may not be placed on any windows (Front, rear or side).



- b) Provide TWO (2) loose identification labels:
 - i. Dimensions 400 x 300. Corner radius 30mm.
 - ii. Material reflective 3M Digital Grade DG3 Reflective Sheeting 4083 – Yellow
 - iii. Border to be printed in Screen Print in 3M Ink Series 880i, black 12 mm thick



Blank identification labels to be supplied loose (Foskor will apply once fleet numbers have been allocated)

3.16 BATTERY ANTI-THEFT PREVENTION GUARD

- a) Rock Breaker to be provided with a guard, case or similar locking mechanism to prevent battery theft.

3.17 PAINTING AND COLOUR

- a) Rock Breaker to be painted with quality automotive paint.
- b) Cab to be painted white.
- c) Frame, bonnet, chisel/hammer, bucket and all attachments to be painted in Foskors' corporate green: RAL code 6001
- d) Trimmings and decorative markings can remain in supplier standard colour.

NOTE: Bidder to quote PAINTING AND COLOUR as optional extra.

Respondent's Signature

Date and Company Stamp

3.18 FUEL TANK

- a) Rock Breaker to be fitted with a fuel tank of sufficient capacity for 24 hours continuous operation.
- b) A level probe, indicating full, as well as 3-hour fuel reserve, must be supplied and must be connected to the Vital Signs system or warning panel.
- c) A 400-mm standpipe on breather must be supplied. Breather design must prevent spillage during filling.
- d) Fuel tank to be fitted with lockable fuel cap and a Wiggins in-tank receiver with check valve and dust cap

3.19 HYDRAULIC SYSTEM / COMPONENTS

- a) Where possible, hydraulic lines must be of steel and routed separately from electrical cables, hot engine components and exhaust system.
- b) The hydraulic pressure rating must be indicated.
- c) Hydraulic filters must be specified, and electrical bypass indication must be indicated.
- d) Contamination control instrument coupling must be installed to draw oil samples.

3.20 SAVER / PROTECTION SYSTEM (ONLY IF NOT STANDARD FACTORY FITTED)

- a) A saver / protection system must be installed to ensure that the engine and major components are not endangered when certain specified operational parameters are exceeded. The system must provide protection, as well as warning signals to the operator, in the event of the following:
(Specification: Fail save protection system-AMS2000 supplied by Autoelectron cc.)
- b) System must provide protection, as well as warning signals to the operator, in the event of the following:
 - i. Low engine oil pressure
 - ii. Low coolant level
 - iii. Low engine oil level
 - iv. High engine temperature (left bank)
 - v. High engine temperature (right bank)
 - vi. Engine over speed
 - vii. Hydraulic tank oil temperature exceeding 80°C
 - viii. High transmission and / or differential oil temperature
 - ix. Blocked engine oil filters
 - x. Auto electron harness to be fitted to Foskor specification.

3.21 FIRE PROTECTION SYSTEM

- a) Rock Breaker to be fitted with an automatic & manually activated fixed nozzle fire suppression system using a minimum of 50kg of MAP 90% dry chemical agent.
Automatic fire protection system (Specification: ASTEX or ANSUL) to be supplied and installed by a SANS 1475-1 authority permitted to apply a certification mark. Provision must be made to protect all major components.
- b) **COMPLIANCE CERTIFICATE TO BE SUPPLIED WITH ROCK BREAKER** and shall contain at least the following:
 - i. ORIGINAL certificate authenticating that the fire protection system was fitted/mounted by a SANS 1475-1 authority.
 - ii. Name and registration certificate of the SANS 1475-1 authority.
 - iii. Date of installation
 - iv. All certificates, documents and records (Including Rock Breaker serial number) to be cross referenced for purposes of traceability.
- c) Rock Breaker to be supplied with a 13.9kg (9.0kg charge), SABS approved, dry powder, 50% Mono Ammonium Phosphate based fire extinguisher mounted in heavy duty quick release bracket outside on the operator's cab in an un-obstructive and easily accessible position. Fire extinguisher must comply with all SANS requirements and be SABS approved.

4 DATA PACK (DOCUMENTATION AND CERTIFICATION)

The Rock Breaker must be delivered with the following ORIGINAL certificates and documentation:

- a) Certificate authenticating that the **FIRE PROTECTION SYSTEM** was fitted/mounted by a SANS 1475-1 authority.
- b) Certificate authenticating that the **CAS LEVEL-7 SYSTEM** was supplied by FAVORSEA Africa or an official FAVORSEA appointed agent/authority.
- d) Certificate authenticating that the working **LIGHTS** illumination was tested by a competent authority for functional performance requirements.

5 MAINTENANCE AND OPERATOR TRAINING

- a) Supplier to provide one comprehensive ON-SITE training session for at least ten (10) nominated operators in the safe and correct manner to inspect and safely operate the Rock Breaker.
 - i. Supplier to issue trained operator/s with a formal certificate declaring the operator competent to safely and correctly inspect and operate the Rock Breaker.
 - ii. Training sessions can be conducted during official delivery or hand over.
- b) Supplier to provide one comprehensive ON-SITE training session for at least twenty (20) nominated maintenance personnel in the safe and correct manner to service, repair, maintain and carry out fault finding exercises on the Rock Breaker.
 - i. Maintenance personnel will include all mechanical and electrical disciplines.
 - ii. Supplier to issue trained maintenance personnel with a formal certificate declaring the maintenance person competent to service, repair and maintain the Rock Breaker.
 - iii. Training for maintenance personnel can be conducted during the first service.
- c) Maintenance and operator training to be included in the purchase price.

6 FIRST ON-SITE FULL SCHEDULED SERVICE AND INSPECTION

The supplier shall conduct the first on-site full scheduled service of the Rock Breaker. The supplier shall supply all labour, travelling, accommodation, service kits and any other item of expense to complete the service as per the maintenance schedule. During the service the supplier shall also conduct a thorough inspection of the Rock Breaker to ensure that the Rock Breaker and all components are secure and functioning according to requirement. Foskop will provide lubricants and cooling fluids.

(The supplier must take note that he will be required to undergo specific inductions, training and obtain authorisations before being allowed to enter and work on the Foskop site – details can be forwarded on request)

7 INFORMATION REQUIRED

The following additional information is to be submitted together with the official quotation:

- a) Details of closest service and parts centre to Foskop, Phalaborwa.
- b) Names and contact details of other clients that have purchased similar machines within the past 24 months.
- c) Engine repair- and maintenance cost estimates based on 30,000 operating hours, with a minimum of 3,000 hours per year.
- d) Estimated running costs. Estimates must include detailed information on the following:
 - i. Time between overhauls and / or replacements
 - ii. Spares cost for all overhauls
 - iii. Labor hours required for overhauls.
 - iv. Quantities, replacement intervals and cost of all filters and consumables
 - v. Oil changing intervals and volumes required. Minimum ISO / SAE lubrication specifications to be included in quotation.
 - vi. Summarized detailed repair- and maintenance estimates.
(Running costs must exclude operator costs)
 - vii. Stipulate guarantee period on all major components.
 - viii. List of critical spares that must be kept on site.

 Respondent's Signature

 Date and Company Stamp

8 MANUALS AND DOCUMENTATION

FULL WORKSHOP MANUALS (NOT SERVICE MANUALS) MUST BE IN ENGLISH, MUST BE SUBMITTED IN A BOOK OR BINDING ARCH FILE FORMAT AND MUST BE DURABLE AND OF HIGH QUALITY (**NO SOFT COPIES**)

- a) **Three “safety manuals”** containing detailed and step-by-step task descriptions for general maintenance, major component replacements and abnormal operating conditions. Task descriptions to show identified hazards and what corrective actions must be taken. (Risk assessment and safety precautions)
- b) **Three “operator manuals”** to be supplied. The operator’s manual must at least contain:
 - i. Operator responsibilities overview
 - ii. Location of machine components
 - iii. Detailed operating instructions and safe operating practices.
 - iv. A daily or pre-start check list.
 - v. A preventative maintenance and safety check list.
 - vi. Maintenance work precautions
 - vii. Danger and warning requirements
- c) **Three “Workshop maintenance manuals”** to be supplied. The maintenance manuals must at least contain:
 - i. Expected life of critical components.
 - ii. Comprehensive list of planned maintenance (PM) tasks (structural inspections, mechanical, electrical and electronic)
 - iii. Frequency of each PM task.
 - iv. List of spares (with part no’s) and special tools required to do each PM task.
 - v. Comprehensive task description consisting of procedures and all technical information, such as pressure settings, temperature limits, torque specification, shaft alignment tolerances and voltage- & current limits, for each PM task.
 - vi. Condition monitoring information: Recommended techniques, monitoring points, alarm values, etc
 - vii. List of reconditionable components.
 - viii. Exploded view of each component.
 - ix. Strip and assembly procedures.
 - x. Logics and piping diagrams for both lubricating and hydraulic systems.
 - xi. Welding specifications for structural repairs.
 - xii. Lubrication specifications. Manual must contain at least the following information:
 - a. Full specification of the required lubricant for each application / compartment.
 - b. Quantities of initial fills
 - c. Expected consumption rate in each application.
 - d. Recommended intervals for complete lubricant charges.
 - e. A list of at least 3 approved lubricant brands (different companies and their part no)
 - f. Acceptable ISO-contamination levels in lubricants and hydraulic fluids
- d) **Three “Workshop Electrical and Electronic maintenance manuals”** to be supplied. The maintenance manuals must at least contain:
 - i. Logic and wiring diagrams of all electrical systems.
 - ii. Logic and wiring diagrams of all electronic systems.
 - iii. Fault finding and test procedures.
 - iv. Voltage and pressure settings and limits
 - v. Repair procedures for electric motors and switchgear
 - vi. Technical descriptions of all components (Power supplies, PLC’s, ECM’s, transducers, instrumentation, and operation interface panels)
 - vii. PLC or ECM’s programming and users guide with **software**.
 - viii. Safety features
- e) **Three “Spare parts manuals”** to be supplied. The parts manual must at least contain:
 - i. A list of the top 50 moving parts.

 Respondent’s Signature

 Date and Company Stamp

- ii. List of all spare parts
- iii. Index reflecting all part no's in numerical sequence with page no's on which the part no's appear
- iv. Special tools and their replaceable components
- v. All accessories and their replaceable components
- vi. Exploded view illustration of each item identified by OEM part number.
- vii. Identification of service exchangeable items
- viii. A list of window sizes for replacements
- ix. Vendor brand names and vendor part numbers of all non-OEM manufactured items that are approved by the OEM.
- x. Each hydraulic pipe described in terms of:
 - a. Rubber pipe length
 - b. Pressure rating
 - c. Internal diameter of pipe
 - d. Descriptions of standard fittings on both ends
- f) **Three "Maintenance training manuals"** to be supplied. The training manual must at least contain:
 - i. Mechanical Maintenance Training
 - ii. Electrical Maintenance Training
 - iii. Electronic Maintenance Training
 - iv. Operator Training
 - v. This manual must be written from a lecturer's perspective and contain the necessary visual aids for training purposes such as transparencies, wall charts and videos.
- g) **Three "Sets electrical drawings"** including harness lay-out, wiring numbers and connectors positions.
- h) If available, three copies of sectional arrangement drawings and/or illustrations showing characteristic, features and leading dimensions of the truck in wall chart format.

9 QUALITY ASSURANCE

Quality assurance and workmanship of the supplied Rock Breaker and/or any support, components, spares, installations, and training is the responsibility of the supplier. Omission from any prescribed or agreed upon item, procedure or service that could have an adverse effect on the quality of the Rock Breaker and/or any support, components, spares, and training will be brought to the attention of the supplier. Failure by the supplier to correct any reported defects or to show objective evidence of acceptable conformance to requirements will result in immediate termination of contract.

Components or systems not fitted by the OEM (Original Equipment Manufacturer) shall meet the OEM standards and be approved by the OEM, who will carry the full responsibility and guarantee.

10 AFTER SALES SERVICE

- a) Full guarantee on Rock Breaker and all spares, major and minor components, materials, equipment, auxiliaries, and installations for a minimum period of at least 24 months / 4000 hours or alternatively standard Rock Breaker warranty to be mentioned in the official tender.

4. GREEN ECONOMY / CARBON FOOTPRINT

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

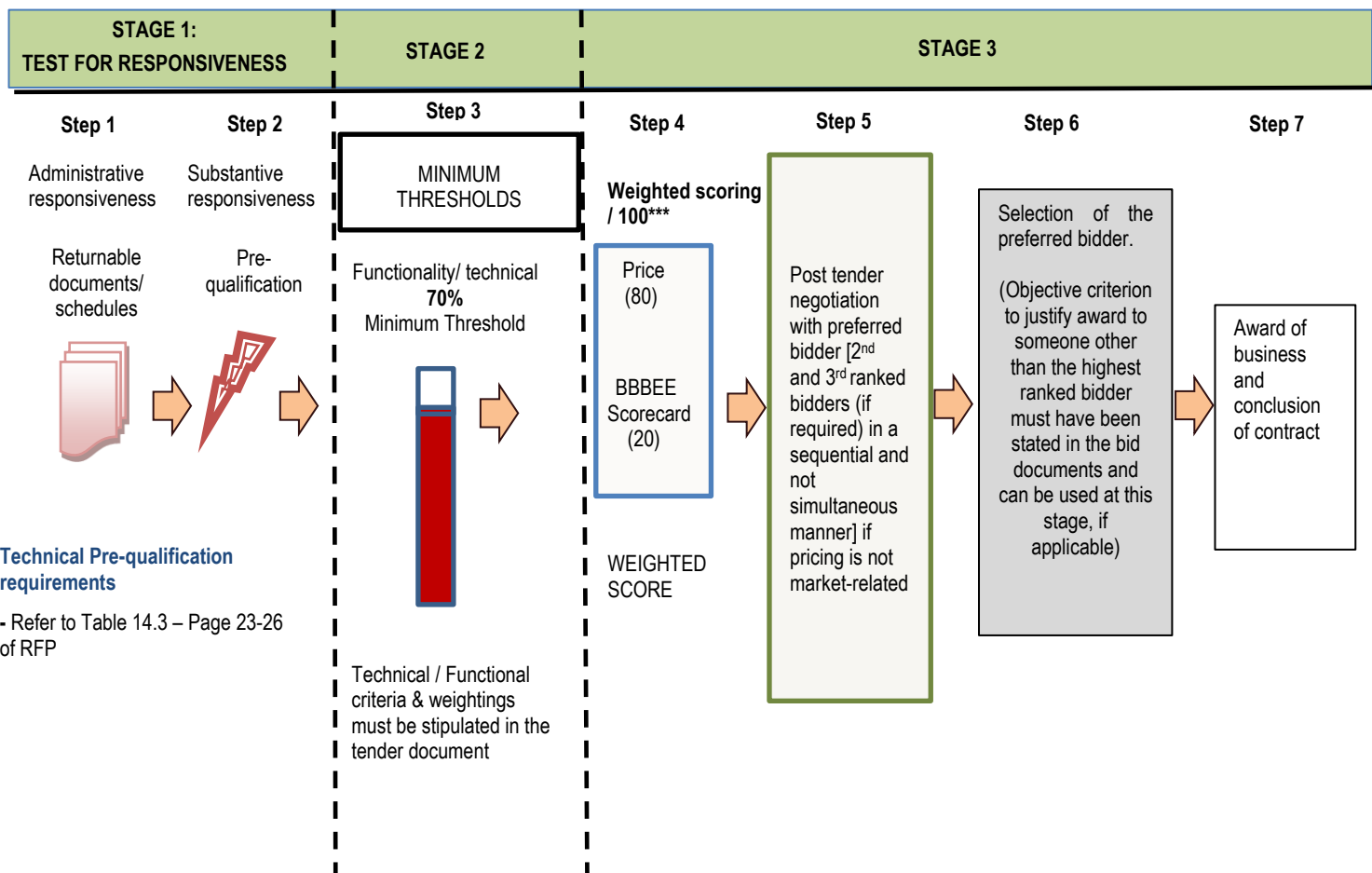
5. GENERAL SUPPLIER/SERVICE PROVIDER OBLIGATIONS

13.1 The Supplier/Service provider shall be fully responsible to Foskor for the acts and omissions of persons directly or indirectly employed by them.

13.2 The Supplier/Service provider must comply with the requirements stated in this RFP.

6. EVALUATION METHODOLOGY

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



Respondent's Signature

Date and Company Stamp

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

14.1 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>All Sections</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

14.2 STEP TWO: Test for Substantive Responsiveness to RFP

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

Check for substantive responsiveness	RFP Reference
Whether any general and legislation qualification criteria set by Foskor, have been met	<i>All sections</i>
Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule	<i>Section 4</i>
- Whether any Technical Pre-qualification Criteria: - Refer to Table 14.3 – Page 23-26 of RFP	<i>Section 3 – Scope of Work</i>

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

14.3 Technical Pre-qualification

NO	CRITERIA	PROOF	SUBMITTED/YES/NO REFERENCE
1	PRE-BID QUALIFICATION CRITERIA: Supply company details as a dealer in Komatsu, CAT, Liebherr and/or similar top branded earth moving machines.	<i>Attach and reference if space insufficient</i>	
2	PRE-BID QUALIFICATION CRITERIA: Supply details of at least three (3) of the same or similar Rock Breakers sold in the past two (2) years.	Provide details of previous orders/projects successfully completed, i.e. Rock Breaker make and model, client, contact person, date of purchase order and delivery, etc) <i>Attach and reference if space insufficient</i>	
3	PRE-BID QUALIFICATION CRITERIA: Confirm that more than 95% of spares for proposed Rock Breaker locally (South Africa) available.	Provide details of spares warehouse, stock value, - supply chain procedures, typical local- and import spares delivery times, etc. <i>Attach and reference if space insufficient</i>	
4	PRE-BID QUALIFICATION CRITERIA: Confirm availability of a fully equipped maintenance workshop able to conduct major machine repair-, service-, component refurbishment and general maintenance requirements.	Provide details on location, workshop size, machines and equipment, technical staff, photos, etc. <i>Attach and reference if space insufficient</i>	
5	PRE-BID QUALIFICATION CRITERIA: Confirm that in its employ the bidder has a fully trained and qualified field maintenance- and support team that will be on-site within 24 hours after receiving and official request or purchase order for technical assistance.	Provide details on number of teams, vehicles, response times, typical cost to travel to Phalaborwa, etc <i>Attach and reference if space insufficient</i>	

Respondent's Signature

Date and Company Stamp

NO	CRITERIA	PROOF	SUBMITTED/YES/NO REFERENCE
6	PRE-BID QUALIFICATION CRITERIA: CIPC certificate (Companies and Intellectual Property Commission) as a service provider in supply of earth moving machines and related equipment and in the after sales maintenance- and repair support of own branded machines and equipment.	Provide copy of certificate <i>Attach and reference if space insufficient</i>	
7	Confirm Bosch 4 pole master switch and isolator locking bracket (Trysome part number T170015403) to be fitted in engine compartment.	<i>Attach and reference if space insufficient</i>	
8	Confirm Rock Breaker cab is ROPS compliant (ISO 3471 1994)	<i>Attach and reference if space insufficient</i>	
9	Confirm Rock Breaker cab is FOPS compliant (ISO 3449 1992)	<i>Attach and reference if space insufficient</i>	
10	Confirm noise emitted by Rock Breaker does not exceed 107dB(A) as per MHSC mandate of 2014	<i>Attach and reference if space insufficient</i>	
11	Confirm Rock Breaker cab internal sound level does not exceed 76dB (ISO 6396 2008)	<i>Attach and reference if space insufficient</i>	
12	Confirm Rock Breaker to be supplied with a FAVORSEA CAS-L7 (level 7) Mine Collision Avoidance System as specified in paragraph 5.16 COLLISION AVOIDANCE (PROXIMITY DETECTION) SYSTEM of this document.	<i>Attach and reference if space insufficient</i>	
13	Confirm that three (3) sets of mechanical and electrical workshop maintenance, wiring (Including wiring diagrams) and spares parts manuals will be supplied. Only hard copies. (<u>FULL</u> WORKSHOP MANUALS, <u>NOT</u> SERVICE MANUALS)	<i>Attach and reference if space insufficient</i>	
14	Confirm articulated Rock Breaker will be delivered with the following ORIGINAL certificates and documentation (DATA PACK): a) Certificate authenticating that the fire protection system fitted/mounted by a SANS 1475-1 authority. b) Certificate authenticating that the CAS Level-7 system supplied, installed and commissioned by FAVORSEA Africa or an official FAVORSEA appointed agent/authority. e) Certificate authenticating that the working lights illumination was tested by a competent authority for functional performance requirements.	<i>Attach and reference if space insufficient</i>	

Respondent's Signature

Date and Company Stamp

14.4 STEP THREE: Minimum Threshold points for Technical Criteria

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

No	CRITERIA	WEIGHT	PROOF
1	Provide confirmation that Rock Breaker fitted with an engine from either Komatsu or Cummins, minimum power rating of 200kW. Provide make and model of engine fitted. WEIGHTING: No information / Engine make does not comply = 0.0 Power rating <90% of specification = 0.0 Power rating 90%-99% of specification = 0.8 Power rating ≥100% of specification = 1.0	6%	<i>Attach and reference if space insufficient</i>
2	Provide confirmation that the boom has a maximum reach of at least 15 meters horizontally from the base and a maximum digging depth of at least 12 meters. WEIGHTING: No information = 0.0 Comply <90% of specification = 0.0 Comply 90%-99% of specification = 0.8 Comply ≥100% of specification = 1.0	8%	<i>Attach and reference if space insufficient</i>
3	Provide confirmation bucket capacity is between 0.4 m³ and 0.6 m³, bucket supplied fitted with heavy duty teeth, adapters, bolts & nuts, blades, pins & locks and side cutters. WEIGHTING: No information = 0.0 Comply <90% of specification = 0.0 Comply 90%-99% of specification = 0.8 Comply ≥100% of specification = 1.0	5%	<i>Attach and reference if space insufficient</i>
4	Tracks single grouser, minimum width 600mm and suitable for FOSKOR operating conditions. WEIGHTING: No information = 0.0 Comply <90% of specification = 0.0 Comply 90%-99% of specification = 0.8 Comply ≥100% of specification = 1.0 NOTE: Bidder to quote complete spare set of tracks as optional extra.	5%	<i>Attach and reference if space insufficient</i>

Respondent's Signature

Date and Company Stamp

5	Chisel/Hammer fitted with Tungsten carbide-tipped chisel or solid tungsten carbide or similar strength material with a boom reach exceeding 15 meters WEIGHTING: No information = 0.0 Comply <90% of specification = 0.0 Comply 90%-99% of specification = 0.8 Comply ≥100% of specification = 1.0 NOTE: Bidder to quote spare tip (Ground Engagement Tool) as optional extra.	6%	<i>Attach and reference if space insufficient</i>
6	Cab windows equipped with heavy duty; factory fitted stone guards. WEIGHTING: No information / Not comply = 0.0 Comply / Will be fitted = 1.0	2%	<i>Attach and reference if space insufficient</i>
7	Reverse hooter with intermittent sound clearly audible at a distance of at least 90 meters. WEIGHTING: No information / Not comply = 0.0 Comply / Provided / Fitted = 1.0	2%	<i>Attach and reference if space insufficient</i>
8	Cab fitted with wide-angle rear-view mirrors. WEIGHTING: No information / Not comply = 0.0 Comply / Provided / Fitted = 1.0	1%	<i>Attach and reference if space insufficient</i>
9	Seats, doors and sun visor covered in heavy duty rip-stop material. WEIGHTING: No / No information / Not Comply = 0.0 Yes / Comply / Included / Will provide = 1.0	1%	<i>Attach and reference if space insufficient</i>
10	RTS model DV2066 two-way radio installed in overhead console. WEIGHTING: No / No information / Not Comply = 0.0 Yes / Comply / Included / Will provide = 1.0	2%	<i>Attach and reference if space insufficient</i>
11	Air-conditioner able to handle extreme given Phalaborwa summer conditions. WEIGHTING: No/No information/Not Comply = 0.0 Yes/Comply/Included/Standard fitment = 1.0	5%	<i>Attach and reference if space insufficient</i>

Respondent's Signature

Date and Company Stamp

12	Heavy duty LED amber strobe light mounted on top of the cab. Independent on-off switch mounted on dash with LED light indicating if strobe is ON or OFF WEIGHTING: No information / Not comply = 0.0 Comply = 1.0	2%	<i>Attach and reference if space insufficient</i>
13	Set (2) off emergency warning triangles in dedicated storage rack. WEIGHTING: No / No information / Not Comply = 0.0 Yes / Comply / Included / Will provide = 1.0	1%	<i>Attach and reference if space insufficient</i>
14	HELLA MEGA BEAM LED working lights fitted with rugged metal guards to provide 360° safe nighttime operation: i. Two (2) forward facing mounted on front of Rock Breaker bonnet. ii. Two (2) forward facing mounted on cab roof. iii. Two (2) rear facing mounted on cab roof. iv. Two left facing- and two right facing mounted on cab roof. WEIGHTING: No information / Not Comply = 0.0 Comply <90% of specification = 0.0 Comply 90%-99% of specification = 0.8 Comply ≥100% of specification = 1.0	5%	<i>Attach and reference if space insufficient</i>
15	Conspicuity marking (tape) requirements. WEIGHTING: No / No information / Not Comply = 0.0 Yes / Comply / Included / Will provide = 1.0	1%	<i>Attach and reference if space insufficient</i>
16	Two 400x300 "Blank" identification labels. (Supply loose) WEIGHTING: No / No information / Not Comply = 0.0 Yes / Comply / Included / Will provide = 1.0	1%	<i>Attach and reference if space insufficient</i>
17	Guard, case or similar locking mechanism to prevent battery theft. WEIGHTING: No / No information / Not Comply = 0.0 Yes / Comply / Included / Will provide = 1.0	2%	<i>Attach and reference if space insufficient</i>

Respondent's Signature

Date and Company Stamp

18	Rock Breaker frame, bonnet, chisel/hammer, bucket and all attachments painted in Foskor's' corporate green (RAL code 6001) and cab painted white. WEIGHTING: No / No information / Not Comply = 0.0 Yes / Comply / Included / Will provide = 1.0 NOTE: Trimmings and decorative markings can remain in supplier standard colour	3%	<i>Attach and reference if space insufficient</i>
19	Fuel tank fitted with lockable fuel cap. WEIGHTING: No / No information / Not Comply = 0.0 Yes / Comply / Standard fitment = 1.0	2%	<i>Attach and reference if space insufficient</i>
20	Fuel tank fitted with Wiggins in-tank receiver with check valve and dust cap. WEIGHTING: No / No information / Not Comply = 0.0 Yes / Comply / Included / Will provide = 1.0	3%	<i>Attach and reference if space insufficient</i>
21	AMS2000 fail safe protection system. (Only if standard factory system not installed) WEIGHTING: No / No information / Not Comply = 0.0 Yes / Comply / Included / Will provide = 1.0 Standard factory system installed = 1.0	3%	<i>Attach and reference if space insufficient</i>
22	Automatic fire protection system (ASTEX or ANSUL), minimum 50kg MAP 90% dry chemical agent installed by a SANS 1475-1 authority. (Confirm compliance certificate will be included) WEIGHTING: No / No information / Not Comply = 0.0 Yes / Comply / Included / Will provide = 1.0	5%	<i>Attach and reference if space insufficient</i>
23	One (1) 9.0kg charge externally mounted fire extinguisher in heavy duty quick release bracket WEIGHTING: No / No information / Not Comply = 0.0 Yes / Comply / Included / Will provide = 1.0	1%	<i>Attach and reference if space insufficient</i>
24	On-site training for twenty (20) maintenance personnel (Mechanical and electrical), including training certificates. WEIGHTING: No / No information / Not Provide = 0.0 Yes / Will provide off-site = 0.5 Yes / Will provide on-site = 1.0	5%	<i>Attach and reference if space insufficient</i>

Respondent's Signature

Date and Company Stamp

25	On-site training for ten (10) operational personnel, including training certificates. WEIGHTING: No / No information / Not Provide = 0.0 Yes / Will provide off-site = 0.5 Yes / Will provide on-site = 1.0	5%	<i>Attach and reference if space insufficient</i>
26	First (250 hour) on-site scheduled service and inspection of the Rock Breaker, including the supply of labour, travelling, accommodation and service kits. WEIGHTING: No / No information / Not Provide = 0.0 Will provide, excluding Parts = 0.5 Will provide, all-inclusive = 1.0	3%	<i>Attach and reference if space insufficient</i>
27	Information requested: Closet service/parts centre, other client details, maintenance- and running costs, guarantees, etc. WEIGHTING: No / No information = 0.0 Requested information provided = 1.0	1%	<i>Attach and reference if space insufficient</i>
28	Three (3) full sets operator and training manuals. WEIGHTING: No / No information / Not Comply = 0.0 Yes / Comply / Included / Will provide = 1.0	3%	<i>Attach and reference if space insufficient</i>
29	Rock Breaker delivered and unloaded at Foskor mine, Phalaborwa, South Africa. WEIGHTING: No / No information / Not Comply = 0.0 Yes / Comply / Included / Will deliver = 1.0	5%	<i>Attach and reference if space insufficient</i>
30	Rock Breaker delivered fully fuelled. WEIGHTING: No / No information / Not Comply = 0.0 Yes/Comply/Included/Deliver fully fuelled = 1.0	1%	<i>Attach and reference if space insufficient</i>

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

14.5 STEP FOUR: Evaluation and Final Weighted Scoring

a) Price Criteria [Weighted score 80 points]:

Evaluation Criteria	RFP Reference
• Commercial offer	Section 4

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

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

Where:

P_s = Score for the Bid under consideration

Respondent's Signature

Date and Company Stamp

P_t = Price of Bid under consideration
 P_{min} = 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.

14.6 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Threshold
Technical	70%

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

14.7 STEP FIVE: Post Tender Negotiations (if applicable)

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

 Respondent's Signature

 Date and Company Stamp

14.8 STEP SIX: Objective Criteria

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

Compliance Due Diligence and Financial Analysis that confirms that the bidding company:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- is not undergoing a process of being restricted by Foskor or other state institution that Foskor may be aware of,
- is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- complies with the legal requirements, if any, stated in the tender data and
- is able, in the option of the employer to perform the contract free of conflicts of interest.

14.9 STEP SEVEN: Award of business and conclusion of contract

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

SECTION 4: PRICING AND DELIVERY SCHEDULE

Bidders are required to complete the Price below inline with the Scope of Work:

Total offer price: R _____ (Excluding VAT)

Total offer price: R _____ (Including VAT)

Amount in words _____

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

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

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

Notes to Pricing:

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

14.9.1 If a market-related price is not agreed with the Respondent scoring the third highest points, Foskor must cancel the RFP.
- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by Foskor.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- e) Prices are to be quoted on a delivered basis to Phalaborwa.
- f) 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.

Respondent's Signature

Date and Company Stamp

- g) Manufacturing and delivery lead time calculated from the date of receipt of purchase order: _____ weeks.
- h) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 2, clause 1]

YES	
-----	--

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.

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						

Respondent's Signature

Date and Company Stamp

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 Goods/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 and Company Stamp

SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

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

carrying on business trading/operating as

represented by _____
 in my capacity as _____

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

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

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

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

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

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

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 and Company Stamp



RFP NUMBER: FOSPHB-RFP-17-24/25

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

VALIDITY PERIOD

FOSKOR requires a validity period of 120 Business days [from closing date] against this RFP, excluding the first day and including the last day.

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

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

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

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

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

Respondent's Signature

Date and Company Stamp

RETURABLE DOCUMENTS

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

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

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

a) Mandatory Returnable Documents

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 4: Pricing and Delivery Schedule	
Supply company details as a dealer in Komatsu, CAT, Liebherr and/or similar top branded earth moving machines.	
Provide details of previous orders/projects successfully completed, i.e. Rock Breaker make and model, client, contact person, date of purchase order and delivery, etc)	
Provide details of spares warehouse, stock value, -supply chain procedures, typical local- and import spares delivery times, etc.	
Provide details on location, workshop size, machines and equipment, technical staff, photos, etc.	
Provide details on number of teams, vehicles, response times, typical cost to travel to Phalaborwa, etc	
CIPC certificate (Companies and Intellectual Property Commission) as a service provider in supply of earth moving machines and related equipment and in the after sales maintenance- and repair support of own branded machines and equipment.	

Respondent's Signature

Date and Company Stamp

Confirm Bosch 4 pole master switch and isolator locking bracket (Trysome part number T170015403) to be fitted in engine compartment.	
Confirm Rock Breaker cab is ROPS compliant (ISO 3471 1994)	
Confirm Rock Breaker cab is FOPS compliant (ISO 3449 1992)	
Confirm noise emitted by Rock Breaker does not exceed 107dB(A) as per MHSC mandate of 2014	
Confirm Rock Breaker cab internal sound level does not exceed 76dB (ISO 6396 2008)	
Confirm Rock Breaker to be supplied with a FAVORSEA CAS-L7 (level 7) Mine Collision Avoidance System as specified in paragraph 5.16 COLLISION AVOIDANCE (PROXIMITY DETECTION) SYSTEM of this document.	
Confirm that three (3) sets of mechanical and electrical workshop maintenance, wiring (Including wiring diagrams) and spares parts manuals will be supplied. Only hard copies. (<u>FULL</u> WORKSHOP MANUALS, <u>NOT</u> SERVICE MANUALS)	
Confirm articulated Rock Breaker will be delivered with the following ORIGINAL certificates and documentation (DATA PACK): • Certificate authenticating that the fire protection system fitted/mounted by a SANS 1475-1 authority. • Certificate authenticating that the CAS Level-7 system supplied, installed and commissioned by FAVORSEA Africa or an official FAVORSEA appointed agent/authority. • Certificate authenticating that the working lights illumination was tested by a competent authority for functional performance requirements.	

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:

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 9 of this RFP	
Confirm Rock Breaker to be supplied with a FAVORSEA CAS-L7 (level 7) Mine Collision Avoidance System as specified in paragraph 5.16 COLLISION AVOIDANCE (PROXIMITY DETECTION) SYSTEM of this document.	
Confirm that three (3) sets of mechanical and electrical workshop maintenance, wiring (Including wiring diagrams) and spares parts manuals will be supplied. Only hard copies. (<u>FULL</u> WORKSHOP MANUALS, <u>NOT</u> SERVICE MANUALS)	
Confirm articulated Rock Breaker will be delivered with the following ORIGINAL certificates and documentation (DATA PACK): • Certificate authenticating that the fire protection system fitted/mounted by a SANS 1475-1 authority. • Certificate authenticating that the CAS Level-7 system supplied, installed and commissioned by FAVORSEA Africa or an official FAVORSEA appointed agent/authority. • Certificate authenticating that the working lights illumination was tested by a competent authority for functional performance requirements.	
Provide confirmation that the boom has a maximum reach of at least 15 meters horizontally from the base and a maximum digging depth of at least 12 meters.	
Provide confirmation bucket capacity is between 0.4 m³ and 0.6 m³, bucket supplied fitted with heavy duty teeth, adapters, bolts & nuts, blades, pins & locks and side cutters.	

Respondent's Signature

Date and Company Stamp

RETURABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
Guarantees on Rock Breaker and all spares, major and minor components, materials, equipment, auxiliaries, and installations for a minimum period of at least 24 months / 4000 hours or alternatively standard Rock Breaker warranty to be mentioned in the official tender.	
Description of planned support during AND after the guarantee period attached to the official quotation.	

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

CONTINUED VALIDITY OF RETURABLE 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 and Company Stamp



RFP NUMBER: FOSPHB-RFP-17-24/25

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date and Company Stamp



RFP NUMBER: FOSPHB-RFP-17-24/25

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

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

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

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

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

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

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date and Company Stamp

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

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

ADDRESS:

Respondent's Signature

Date and Company Stamp

Indicate nature of relationship with Foskop:

[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 Foskop. Information provided in the declarations may be used by Foskop 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 Foskop [other than any existing and appropriate business relationship with Foskop] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Foskop 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

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

Respondent's Signature

Date and Company Stamp

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

YES/NO

13.2.1. If so, furnish particulars:

.....
.....

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

YES/NO

13.3.1. If so, furnish particulars:

.....
.....

14 DECLARATION

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

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

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

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

14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

Respondent's Signature

Date and Company Stamp

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

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

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

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

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

Respondent's Signature

Date and Company Stamp



RFP NUMBER: FOSPHB-RFP-17-24/25

SIGNED at _____ on this _____ day of _____ 20____

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

Respondent's Signature

Date and Company Stamp



RFP NUMBER: FOSPHB-RFP-17-24/25

SECTION 8: RFP CLARIFICATION REQUEST FORM

RFP No: FOSPHB-RFP-17-24/25

RFP deadline for questions / RFP Clarifications: Before 16:00 pm on 22 November 2024

TO: Foskor (Pty) Ltd

ATTENTION: Ruth Springbok

EMAIL Ruths@Foskor.co.za

DATE: _____

FROM: _____

REQUEST FOR RFP CLARIFICATION

[illegible]

Respondent's Signature

Date and Company Stamp

SECTION 9: B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

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

1. GENERAL CONDITIONS

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

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

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

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;

Respondent's Signature

Date and Company Stamp

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 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

Respondent's Signature

Date and Company Stamp

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 .]
EME ³	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . =(maximum of 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.

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

Respondent's Signature

Date and Company Stamp

7. SUB-CONTRACTING

7.1 Will any portion of the contract be subcontracted?

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

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

(Tick applicable box)

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

Respondent's Signature

Date and Company Stamp

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

WITNESSES

.....

.....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

.....

ADDRESS:

.....

SECTION 10: JOB-CREATION SCHEDULE

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

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

Note that this undertaking is not required if a NIPP obligation is applicable to a Respondent's bid as indicated in Section 12. **Respondents are required to indicate below whether the NIPP obligation is applicable to their bid:**

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

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

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

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

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

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

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

Respondent's Signature

Date and Company Stamp

(d) Please indicate the number of new jobs to be created, broken down per month over the term of the contract.

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

Respondent's Signature

Date and Company Stamp

SECTION 11: SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1. PILLARS OF THE PROGRAMME

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

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

Respondent's Signature

Date and Company Stamp

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

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

4. PROCESS TO SATISFY THE NIPP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTIC will determine the NIPP obligation;
 - b. the contractor and the DTI will sign the NIPP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - f. the contractor will implement the business plans; and
 - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

Respondent's Signature

Date and Company Stamp



RFP NUMBER: FOSPHB-RFP-17-24/25

- 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 and 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. Foscok 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 “Foscok” and the Data subject is the “Respondent”. Foscok 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. Foscok 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 Foscok.
5. In responding to this bid, Foscok acknowledges that it will obtain and have access to personal information of the Respondent. Foscok 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. Foscok 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 Foscok and/or its authorised appointed third parties.
7. Furthermore, Foscok 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, Foscok requires the Respondent to process any personal information disclosed by Foscok in the bidding process in the same manner.
8. Foscok 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. Foscok 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 Foscok 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 Foscok correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to

Respondent's Signature

Date and Company Stamp

the processing of any personal information relating to the Respondent in Foskor's possession in terms of the provision of the POPIA and utilising Form 2 of the POPIA Regulations.

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

Respondents are required to provide consent below:

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

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

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Foskor against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

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

Respondent's Signature

Date and Company Stamp