

FOSKOR MINING

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

[hereinafter referred to as **Foskor**]

[Registration No. 1951/002918/07]

REQUEST FOR PROPOSAL [RFP]

FOR THE SUPPLY OF A CRAWLER DOZER.

RFP NUMBER	FOSCO-RFP-81-2024
ISSUE DATE:	07 June 2024
CLOSING DATE:	02 July 2024
CLOSING TIME:	11:30 AM
BID VALIDITY PERIOD:	180 Business Days from 02 July 2024 to 11 March 2025

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

SCHEDULE OF BID DOCUMENTS

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ANNEXURE D- GENERAL BID CONDITIONS

ANNEXURE E – INTERGRITY PACK

Respondent's Signature

Date & Company Stamp

RFP FOR THE SUPPLY OF A CRAWLER DOSER.**SECTION 1: SBD1 FORM****PART A****INVITATION TO BID**

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

Respondent's Signature

Date & Company Stamp

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]					
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					☐ YES ☐ NO

Respondent's Signature

Date & Company Stamp

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE: _____

Respondent's Signature

Date & Company Stamp

SECTION 2 : NOTICE TO BIDDERS

1 INVITATION TO BID

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

DESCRIPTION	For the supply of a crawler dozer
TENDER ADVERT	Foskor tenders are advertised on the National Treasury e-tender Portal and Foskor website
COMMUNICATION	Foskor will publish the outcome of this RFP on the National Treasury e-tender portal within 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form. Any addenda to the RFP or clarifications will be published on the National Treasury e-tender portal and the Foskor website. Bidders are required to check the National Treasury e-tender portal and the Foskor website prior to finalising their bid submissions for any changes or clarifications to the RFP. Foskor will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.
BRIEFING SESSION	No
CLOSING DATE	02 July 2024 Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded. Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process. With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12
VALIDITY PERIOD	180 Day from 02 July 2024 to 11 March 2025

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

2 RFP INSTRUCTIONS

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

3 JOINT VENTURES OR CONSORTIUMS

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

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

4 COMMUNICATION

- 4.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to **Matlapaneng Ben Thobejane** before **28 June 2024 via email to BenT@foskor.co.za**, substantially in the form set out in Section 8 hereto. In the interest of fairness

and transparency, Foskor's response to such a query will be published on the National Treasury e-tender portal and the Foskor website.

- 4.2 Respondents are to note that changes to its submission will not be considered after the closing date.
- 4.3 Respondent may also, at any time after the closing date of the RFP, communicate with the name of delegated individual on any matter relating to its RFP response:

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

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

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

5 CONFIDENTIALITY

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

6 COMPLIANCE

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

7 EMPLOYMENT EQUITY ACT

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

8 DISCLAIMERS

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

- 8.1 modify the RFP's Goods/Services and request Respondents to re-bid on any such changes;
- 8.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 8.3 disqualify Proposals submitted after the stated submission deadline [closing date];

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

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

9 LEGAL REVIEW

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

10 SECURITY CLEARANCE

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

11 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

12 TAX COMPLIANCE

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

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

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

SECTION 3: BACKGROUND AND SCOPE OF REQUIREMENTS

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 TWO (2) of its Komatsu D375A crawler dozers.

This document covers the minimum specifications and requirements for the supply of a crawler dozer.

SCOPE OF REQUIREMENTS

1. BASIC REQUIREMENT

The supply of a self-propelled, track-driven, diesel-powered dozer with a minimum flywheel power rating of 380kW, blade capacity of between 18 and 20 cubic meters and designed to optimally operate in rough terrain open cast mining conditions.

Taking the specifications and requirements of this scope into consideration, the crawler dozer offered must be the same or similar in size, with similar features and characteristics, as a Komatsu D375A- or CAT DIOT crawler dozer.

The crawler dozer must be delivered fully equipped, fully fuelled, ready for operation and must comply with all the specifications and requirements of this scope.

The crawler dozer must be manufactured and tested to meet all SAE, ISO and/or SANS standards and requirements for track driven crawler dozers. (Unless otherwise specified, the crawler dozer will fourth be referred to as dozer)

IMPORTANT NOTICE

BIDDER TO ENSURE THAT ALL ITEMS MENTIONED IN THIS SCOPE HAVE BEEN READ, IS UNDERSTOOD PROVIDED FOR.

TO ENSURE THAT THE BIDDER SUBMITS A VALID QUOTE AND TO ASSIST WITH THE TENDER EVALUATION PROCESS, BIDDER TO COMPLETE AND PROVIDE ALL INFORMATION AS REQUESTED IN THE FOLLOWING TABLES:

- MANDATORY SUPPLY ITEMS AND INFORMATION.
- TECHNICAL EVALUATION.

OMISSION OR FAILURE TO INCLUDE OR TO INDICATE THAT EACH AND EVERY MANDATORY REQUESTED ITEM, REQUIREMENT, SPECIFICATION OR REQUESTED INFORMATION WILL BE PROVIDED FOR WILL RESULT IN IMMEDIATE REJECTION OF QUOTATION OR BID (Mandatory Returnable Documents).

ANY BID/QUOTATION WITH A TECHNICAL SCORE OF LESS THAN WILL NOT BE CONSIDERED.

(Technical Evaluation Criteria)

INFORMATION PROVIDED (Mandatory Returnable Documents and Technical Evaluation Criteria) MUST BE DETAILED, CLEAR AND CONTAIN SUFFICIENT INFORMATION TO ENABLE BID EVALUATION COMMITTEE TO MAKE A DECISIVE ASSESSMENT. DO NOT TICK ☐ USE THE WORD YES OR SIMILAR SHORT STATEMENT.

SITE AND OPERATIONAL CONDITIONS

The dozer will form part of the Foskor Mining operations fleet of dozers. The dozers' primary function will be to clear and prepare the underfoot areas directly around the shovels and excavators (Primary loaders) off rocks and debris to allow haul trucks to access to the shovels without damaging their tires and other components, to build roads and do general mining operations earth works. Under normal conditions the dozer will be utilised for 24 hours per day, 365 days a year.

(It is the responsibility of the supplier to do a site study and to evaluate the suitability of the dozer offered to the Foskor site and actual working conditions. A site visit can be arranged.)

MINIMUM PRE-BID QUALIFICATION CRITERIA AND -REQUIREMENTS

The bidder/supplier (Company) must be an industry recognized dealer in the supply of top-branded earth moving machines and equipment within the mining-, construction-, and industrial industries and must comply with the following mandatory prequalification criteria and -requirements before any bid will be considered for technical- and/or commercial evaluation and assessment.

Provide the following supporting information on an official company letterhead, -brochure or similar document:

- a) Be a recognised dealer in the supply of Komatsu and/or CAT (Caterpillar) branded earth moving machines and construction equipment.

(Provide company details)

- b) Have supplied at least three (3) same or similar sized crawler dozers in the past two (2) years.
(Provide details of previous orders/projects successfully completed, i.e. dozer description, client, contact person, date of purchase order and delivery, etc)
- c) Have more than 95% of spares for proposed dozer locally (South Africa) available.
(Provide details of spares warehouse, stock value, -supply chain procedures, typical local- and import spares delivery times, etc.)
- d) Have available 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.)
- e) Must have in its employ a fully trained and qualified field maintenance- and support team that will be on-site within 24hours 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)
- f) CIPIC certificate (Companies and Intellectual Property Commission) as a service provider in supply of earth moving machines and construction equipment and in the after sales maintenance- and repair support of own branded machines and equipment.
(Provide copy of certificate)

IMPORTANT NOTICE

ALL NON-OEM (Original Equipment Manufacturer) DEALERS OR BIDDERS MUST INCLUDE AND ATTACH TO THE OFFICIAL TENDER SUBMISSION A LETTER STATING THAT THE BRANDED OEM: 1. IS A RECOGNISED SUPPLIER OF KOMATSU OR CAT BRANDED EARTH MOVING MACHINES AND EQUIPMENT.

2. HAS SUPPLIED AT LEAST THREE OF THE SAME OR SIMILAR SIZED DOZERS IN THE PAST TWO YEARS (Provide dozer description, client, contact person, date of purchase order, etc)
3. WILL CARRY FULL RESPONSIBILITY OF THE DOZER SUPPLIED WHILST UNDER WARRANTY CONDITIONS.
4. WILL PROVIDE FULL AFTER SALES SERVICE.
5. HAS LOCALLY AVAILABLE MORE THAN 95% OFF REQUIRED SPARES TO SERVICE AND MAINTAIN THE DOZER.
6. HAS IN ITS EMPLOY A FULLY TRAINED AND QUALIFIED FIELD MAINTENANCE. AND SUPPORT TEAM

DOZER SPECIFICATIONS AND REQUIREMENTS

This scope covers the minimum specifications, requirements and basic characteristics for a diesel-powered crawler dozer.

GENERAL

- a) The dozer offered must be the same or similar in size, with similar features and characteristics, as a Komatsu D375A- or CAT DICT crawler dozer.
- b) The dozer must be equipped to ensure optimal efficiency under Foskor open mine pit operating conditions.
- c) The dozer must have all terrain capability.
- d) The dozer 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 DOZER 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 dozer 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 dozer.
- i) All meetings will be held on Foskor premises, unless arranged otherwise.
- j) Upon delivery, the dozer will undergo a complete inspection to ensure that all the requirements of this SCOPE have been met.

ENGINE

- a) Dozer to be fitted with an engine either from Komatsu or Cummins.
- b) Dozer to have a minimum flywheel power rating of at least 390 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 in order to draw oil samples.

BLADE

- a) Blade capacity between 18.0 m³ and 20.0 m³.
- b) Blade width to exceed overall dozer width by at least 10%.
- c) Blade supplied to be fitted with heavy duty bolt-on cutting edge and end-bits.
- d) Minimum blade lift above ground 1400 mm
- e) Minimum digging depth 600 mm
- f) Minimum tilt adjustment 900 mm

NOTE: Bidder to quote full set spare cutting edges and end-bits (Ground Engagement Tools) as optional extra.

TUCKS

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

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

SINGLE SHANK RIPPER

- a) Ripper to match dozer.
- b) Minimum penetration depth 1000mm with standard tip.

NOTE: Bidder to quote spare tip (Ground Engagement Tool) as optional extra.

STEERING SYSTEM

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

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 DOZER 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.

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).

AIR CONDITIONER

- a) The dozer 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	
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 RI 34A.

SAFETY AND WARNING DEVICES AND ALARMS

- a) Dozer 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.
- a) Dozer 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 be wired into the ignition or light circuit.
- b) Dozer 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.

LIGHTING AND ILLUMINATION

- a) Dozer to be provided with the following working lights to provide 360 ° safe nighttime operation:
 - i. Two (2) forward facing mounted on front of dozer 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 DOZER 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)

COLLISION AVOIDANCE (PROXIMITY DETECTION) SYSTEM.

- a) Dozer to be supplied with a FAVORSEA CAS-L9 (level 9) Mine Collision Avoidance System.
- b) The cabin display unit must be mounted neatly, permanently and unobstructive on the dozers' 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 dozers own power source (No batteries).
- e) CAS system must be equipped so that when an object within a 10.0-meter distance from the dozer is detected, an intermitting audible warning signal will activate. Noise intensity of 85 - 90dB.

- a) All wiring and cabling must be neat, unobstructive and concealed within body panels.
- b) COMPLIANCE CERTIFICATE TO BE SUPPLIED WITH DOZER certifying that the CAS system was supplied, installed and commissioned by FAVORSEA Africa or an official FAVORSEA appointed agent/authority.

FAVORSEA AFRICA.

Maina Nyoni

Projects and Admin Manager

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4981 -Emalahleni

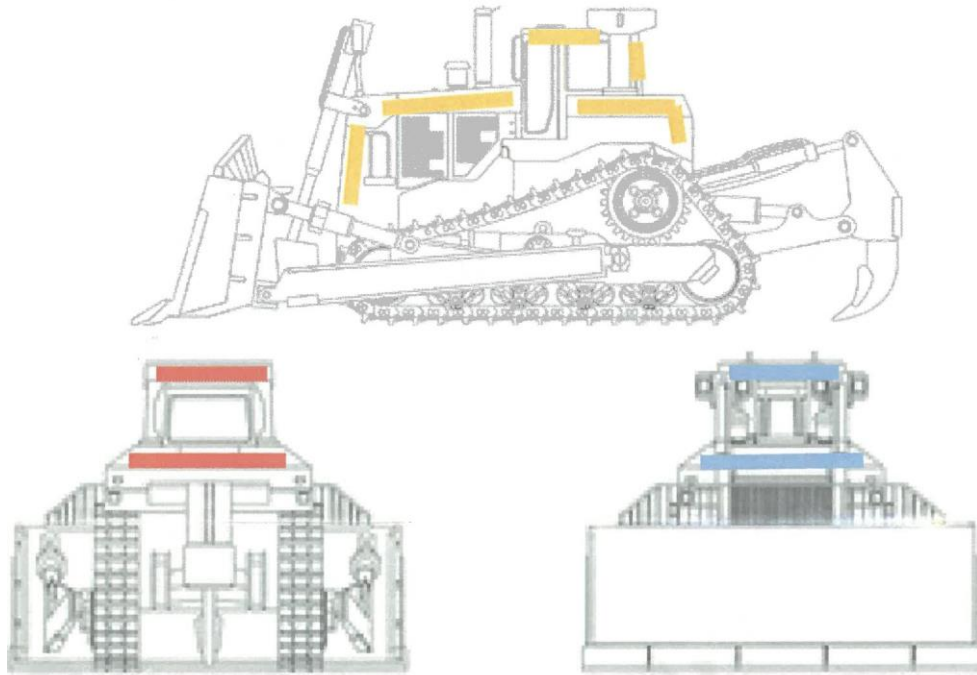
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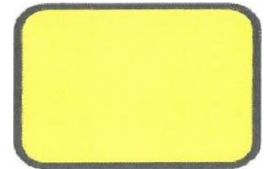
WEB: www.favorsea.co.za

CONSPICUITY MARKING FILM AND LABELS.

- a) Dozer shall be provided with conspicuity marking strips (Tape) to show the general outline of the dozer 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).
 - iii. Tape strips shall be placed in a straight line with the least number of interferences (e.g. Door handles, light lenses, exterior mirrors, etc) to clearly indicate vehicle length, width, height and general outline.
 - iv. Tape strips to be cut 25mm shorter than desired length so that the strip ends short of a panel edge.
 - v. Round corners (10mm radius) of tape strip to prevent film lifting away from surface/panel.
 - vi. Tape strips to be flat and smooth, no wrinkles.
 - i. Tape strip may not be placed on any rotating part of the dozer.
 - ii. Tape strip may not be placed on any windows (Front, rear or side).



- b) Provide TWO (2) loose identification labels:
- Dimensions 400 x 300. Corner radius 30mm.
 - Material reflective 3M Digital Grade DG3 Reflective Sheeting 4083 - Yellow
 - 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)

BATTERY ANTI-THEFT PREVENTION GUARD

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

PAINTING AND COLOUR

- Dozer to be painted with quality automotive paint.
- Cab to be painted white.
- Frame, bonnet, loading arms, bucket and all attachments to be painted in Foscors' corporate green: RAL code 6001
- Trimmings and decorative markings can remain in supplier standard Color.

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

FUEL TANK

- a) Dozer 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

HYDRAULIC SYSTEM I 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.

SAVER 1 PROTECTION SYSTEM 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:
 - Low engine oil pressure.
 - Low coolant level.
 - Low engine oil level.
 - High engine temperature (left bank).
 - High engine temperature (right bank).
 - Engine over speed.
 - Hydraulic tank oil temperature exceeding 80°C. High transmission and / or differential oil temperature.
 - Blocked engine oil filters.
 - Auto electron harness to be fitted to Foskor specification.

FIRE PROTECTION SYSTEM

- a) Dozer to be fitted with an automatic & manually activated fixed nozzle fire suppression system using a minimum of 65kg of MAP 90% dry chemical agent.
Automatic fire protection system (Specification: ASTEX or ANSUL) to be supplied and installed by a SANS 14751 authority permitted to apply a certification mark. Provision must be made to protect all major components.
- b) COMPLIANCE CERTIFICATE.
TO BE SUPPLIED WITH DOZER 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.
 - iii. All certificates, documents and records (Including dozer serial number) to be cross referenced for purposes of traceability.
- c) Dozer 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 operators cab in an un-obstructive and easily accessible position. Fire extinguisher must comply with all SANS requirements and be SABS approved.

12.1 6. DATA PACK (DOCUMENTATION AND CERTIFICATION)

The dozer 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-9 SYSTEM was supplied, installed and commissioned 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.

12.2 7. 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 dozer.
 - i. Supplier to issue trained operator/s with a formal certificate declaring the operator competent to safely and correctly inspect and operate the dozer.
 - ii. Training session 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 dozer. 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 dozer.
 - iii. Training for maintenance personnel can be conducted during the first service.
- c) Maintenance and operator training to be included in the purchase price.

FIRST ON-SITE FULL SCHEDULED SERVICE AND INSPECTION

The supplier shall conduct the first on-site full scheduled service of the dozer. 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 dozer to ensure that the dozer and all components are secure and functioning according to requirement. Foskor 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 Foskor site - details can be forwarded on request)

INFORMATION REQUIRED

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

- a) Details of closest service and parts center to Foskor, 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:
 - o Time between overhauls and / or replacements.
 - o Spares cost for all overhauls.
 - o Labor hours required for overhauls.
 - o Quantities, replacement intervals and cost of all filters and consumables.
 - o Oil changing intervals and volumes required. Minimum ISO / SAE lubrication specifications to be included in quotation.
 - o Summarized detailed repair- and maintenance estimates.
 - o (Running costs must exclude operator costs).

- Stipulate guarantee period on all major components.
- List of critical spares that must be kept on site.

MANUALS AND DOCUMENTATION

- a) 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)
- b) 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)
- c) Three "operator manuals" to be supplied. The operators manual must at least contain:
 - Operator responsibilities overview.
 - Location of machine components.
 - Detailed operating instructions and safe operating practices.
 - A daily or pre-start check list.
 - A preventative maintenance and safety check list.
 - Maintenance work precautions.
 - Danger and warning requirements.
- d) Three "Workshop maintenance manuals" to be supplied. The maintenance manuals must at least contain:
 - i. Expected life of critical components.
 - iii. Comprehensive list of planned maintenance (PM) tasks (structural inspections, mechanical, electrical and electronic).
 - iv. Frequency of each PM task.
 - v. List of spares (with part no's) and special tools required to do each PM task.
 - iv. 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.
 - v. Condition monitoring information: Recommended techniques, monitoring points, alarm values, etc.
 - vi. List of reconditionable components.
 - vii. Exploded view of each component.
 - viii. Strip and assembly procedures.

- ix. 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
- e) 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
- f) Three "Spare parts manuals" to be supplied. The parts manual must at least contain:
- i. A list of the top 50 moving parts.
 - 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.
 - a. All accessories and their replaceable components.
 - b. Exploded view illustration of each item identified by OEM part number.
 - c. Identification of service exchangeable items.

- d. A list of window sizes for replacements.
- e. Vendor brand names and vendor part numbers of all non-OEM manufactured items that are approved by the OEM.

Each hydraulic pipe described in terms of:

- a. Rubber pipe length
- a) 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.
 - ii. Electronic Maintenance Training.
 - iii. Operator Training.
- iv. This manual must be written from a lecturers 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.

QUALITY ASSURANCE

Quality assurance and workmanship of the supplied dozer 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 dozer 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.

AFTER SALES SERVICE

- a) Full guarantee on dozer 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 dozer warranty to be mentioned in the official tender.
- b) Full description of planned support during AND after the guarantee period to be attached to the official quotation.

COMMERCIAL and BID ASSESSMENT**IMPORTANT NOTICE**

It remains the responsibility of the bidder to ensure that the above-mentioned specifications and requirements have been read, is understood and provided for in the official quotation.

To assist the bidder and to ensure that all items listed in this SCOPE have been provided for, and to assist with the tender evaluation process, the bidder is required to complete following tables.

DO NOT OMIT ANY INFORMATION AS REQUESTED IN THE TABLES BELOW INFORMATION AND DETAILS MUST BE PROVIDED FOR EACH ITEM, ATTACH AND REFERENCE IF SPACE INSUFFICIENT

INFORMATION PROVIDED MUST BE DETAILED AND CLEAR AND CONTAIN SUFFICIENT INFORMATION TO ENABLE BID EVALUATION COMMITTEE TO MAKE A DECISIVE ASSESSMENT.

DO NOT ONLY TICK OR USE THE WORD YES.

1 GREEN ECONOMY / CARBON FOOTPRINT

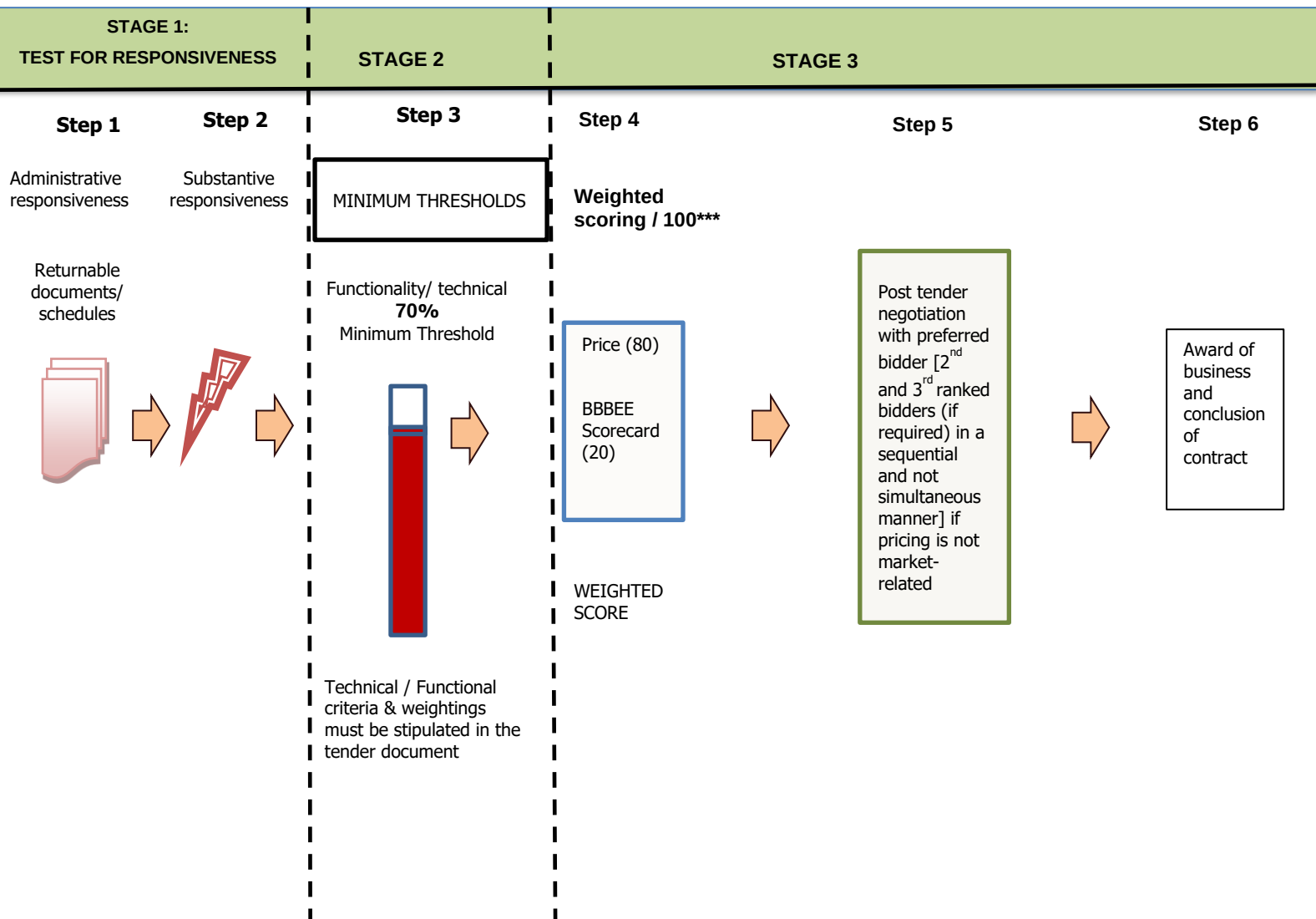
Foskor wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

2 GENERAL SERVICE PROVIDER OBLIGATIONS

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

3 EVALUATION METHODOLOGY

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



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).

Respondent's Signature

Date & Company Stamp

3.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

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

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

3.2 STEP TWO: Test for Substantive Responsiveness to RFP

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

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

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

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

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

		WEIGHTING	INFORMATION PROVIDED MUST BE <u>DETAILED CLEAR AND</u> CONTAIN <u>SUFFICIENT</u> INFORMATION FOR BID EVALUATION COMMITTEE TO MAKE A <u>DECISIVE</u> ASSESSMENT. <u>DO NOT</u> ONLY TICK USE THE WORD YES OR SIMILAR SHORT STATEMENT
1	Provide confirmation that dozer fitted with an engine from either Komatsu or Cummins, minimum power rating of 390kW. Provide make and model of engine fitted. WEIGHTING: No information / Engine make not comply = 0.0 Power rating <90% of specification = 0.0 Power rating 90%-99% of specification = 0.8 Power rating 2100% of specification = 1.0	10%	Attach and reference if space insufficient
2.	Provide confirmation blade capacity is between 18.0 m³ and 20.0 m³, width exceeds dozer width by at least 10%, blade supplied fitted with heavy duty bolt-on cutting edge and endbits. WEIGHTING: No information = 0.0 Comply <90% of specification = 0.0 Comply 90%-99% of specification = 0.8	10%	Attach and reference if space insufficient

	Comply 2100% of specification = 1.0		
3.	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 2100% of specification = 1.0 NOTE: Bidder to quote complete spare set of tracks as optional extra.	5%	Attach and reference if space insufficient
4.	Single shank ripper to match dozer. Minimum penetration depth 1000mm with standard tip. WEIGHTING: No information = 0.0 Comply <90% of specification = 0.0 Comply 90%-99% of specification = 0.8 Comply 2100% of specification = 1.0 NOTE: Bidder to quote spare tip (Ground Engagement Tool) as optional extra.	5%	Attach and reference if space insufficient
5.	Cab windows equipped with heavy duty; factory fitted stone guards. WEIGHTING: No information / Not comply = 0.0 Comply / Will be fitted = 1.0	2%	Attach and reference if space insufficient

6.	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%	Attach and reference if space insufficient
7.	Cab fitted with wide-angle rear-view mirrors. WEIGHTING: No information / Not comply = 0.0 Comply / Provided / Fitted = 1.0	1%	Attach and reference if space insufficient
8.	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%	Attach and reference if space insufficient
9.	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%	Attach and reference if space insufficient
10.	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%	Attach and reference if space insufficient
11.	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%	Attach and reference if space insufficient
12.	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%	Attach and reference if space insufficient

13.	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 dozer 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%	Attach and reference if space insufficient
14.	Conspicuity marking (tape) requirements. WEIGHTING: No / No information / Not Comply = 0.0 Yes / Comply / Included / Will provide = 1.0	1%	Attach and reference if space insufficient
15.	Two 400x300 "Blank" identification labels. (Supply loose) WEIGHTING: No / No information / Not Comply = 0.0 Yes / Comply / Included / Will provide = 1.0	1%	Attach and reference if space insufficient
16.	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%	Attach and reference if space insufficient

17.	Dozer frame, bonnet, loading arms, bucket and all attachments painted in Foscors' 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 color	3%	Attach and reference if space .insufficient
18.	Fuel tank fitted with lockable fuel cap. WEIGHTING: No / No information / Not comply = 0.0 Yes / Comply / Standard fitment = 1.0	2%	Attach and reference if space insufficient
19.	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%	Attach and reference if space insufficient
20.	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%	Attach and reference if space insufficient
21.	Automatic fire protection system (ASTEX or ANSUL), minimum 65kg 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%	Attach and reference if space insufficient
22.	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%	Attach and reference if space insufficient

23.	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%	Attach and reference if space insufficient
24.	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%	Attach and reference if space insufficient

Respondent's Signature

Date & Company Stamp

25.	First (250 hour) on-site scheduled service and inspection of the dozer, 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%	Attach and reference if space insufficient
26.	Information requested: Closet service/parts center, other client details, maintenance- and running costs, guarantees, etc. WEIGHTING: No / No information = 0.0 Requested information provided = 1.0	1%	Attach and reference if space insufficient
27.	Three (3) full sets operator and training manuals. WEIGHTING: No / No information / Not Comply = 0.0 Yes / Comply / Included / Will provide = 1.0	3%	Attach and reference if space insufficient
28.	Dozer 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%	Attach and reference if space insufficient
29.	Dozer delivered fully fuelled. WEIGHTING: No / No information / Not Comply = 0.0 Yes/Comply/included/Deliver fully fuelled = 1.0	1%	Attach and reference if space insufficient
30.	Guarantees on dozer 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 dozer warranty to be mentioned in the official tender. WEIGHTING: No information / No guarantees = 0.0 Comply <90% of minimum = 0.0 Comply 90%-99% of minimum = 0.8 Comply 2100% of minimum = 1.0 Standard warranty provided / acceptable = 1 0	3%	Attach and reference if space insufficient

31.	Description of planned support during AND after the guarantee period attached to the official quotation, WEIGHTING: No / No information / Not comply = 0.0 Yes / Comply / Included / Provided = 1.0	2%	Attach and reference if space insufficient
		100%	

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

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

3.4 STEP FOUR: Evaluation and Final Weighted Scoring

a) Price Criteria [Weighted score 80 points]:

Evaluation Criteria	RFP Reference
Commercial offer	Section 4

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

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

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

$Pmin$ = Price of lowest acceptable Bid

b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 20/ points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

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

Thresholds	Minimum Threshold
Technical	70

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

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

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

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

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

- A final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

SECTION 4: PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the table below:

BIDDER TO PROVIDED FOR AND CLEARLY INDICATE IN THE OFFICIAL QUOTATION THAT EACH AND EVERY ITEM HAS BEEN INCLUDED OFFICIAL QUOTATION TO CONTAIN A DETAILED COST BREAKDOWN (Failure not to provide for all requested items could lead to rejection of quotation) FOSKOR RESERVES THE RIGHT TO REMOVE ANY LISTED ITEM

- ✓ Detailed description of any items or conditions that the bidder does not meet to be attached to the official quotation.
- ✓ The bidders standard service warranty agreement to be attached to the official tender.
- ✓ Any other optional features, support, spares, training or guarantee not mentioned in this scope may be noted on the official tender.
- ✓ Quotation prices to be valid for at least 120 days.
- ✓ Foskor reserves the right to only purchase one dozer and/or purchase one each of Komatsu or CAT branded machine.
- ✓ If any minimum requirements may alter or be added for whatever reason, it will be brought to the attention of the bidder before the closing date for the submission of the tender.

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

Notes to Pricing:

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

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

- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- e) Rates proposed must be aligned with the Guide on Hourly Fee Rates for Consultants” by the Department of Public Service and Administration (DPSA);
- f) Quantities given are estimates only. Any orders resulting from this RFP will be on an “as and when required” basis.
- g) Please note that should you have offered a discounted price(s), Foskor will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- h) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 2, clause 1]

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

DISCLOSURE OF CONTRACT INFORMATION.

JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

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

DOMESTIC PROMINENT INFLUENTIAL PERSONS (DPIP) OR FOREIGN PROMINENT PUBLIC OFFICIALS (FPPO)

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

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

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

Is the Respondent

(Complete with a "Yes" or "No")

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

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

1. PRICE REVIEW

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

2. RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Foskor pertaining to potential non-performance by the Respondent, in relation to:

2.1 Quality and specification of Goods/Services delivered:

2.2 Continuity of supply:

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

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

carrying on business trading/operating as

represented by _____

in my capacity as _____

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

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

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

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

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

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

Respondent's Signature

Date & Company Stamp

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

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

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

VALIDITY PERIOD

Foskor requires a validity period of 180 Business Days from 20 March 2024 to 05 December 2024 against this RFP, excluding the first day and including the last day.

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

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

- (i) Registration number of company / C.C. _____
- (ii) Registered name of company / C.C. _____
- (iii) Full name(s) of director/member(s) Address/Addresses ID Number(s)

RETURNABLE DOCUMENTS

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

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

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

a) Mandatory Returnable Documents

 Respondent's Signature

 Date & Company Stamp

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 and/or CAT branded earth moving machines and related equipment.	
Supply details of at least three (3) of the same or similar dozers sold in the past two (2) years. (Provide details of previous orders/projects successfully completed, i.e. dozer make and model, client, contact person, date of purchase order and delivery, etc)	
Confirm that more than 95% of spares for proposed dozer locally (South Africa) available. (Provide details of spares warehouse, stock value, -supply chain procedures, typical local- and import spares delivery times, etc.)	
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.)	
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)	
Confirm Bosch 4 pole master switch and isolator locking bracket (Trysome part number T170015403) to be fitted in engine compartment.	
Confirm dozer cab is ROPS compliant (ISO 3471 1994)	
Confirm dozer cab is FOPS compliant (ISO 3449 1992)	
Confirm noise emitted by dozer does not exceed 107dB(A) as per MHSC mandate of 2014	
Confirm dozer cab internal sound level does not exceed 76dB (ISO 6396 2008)	
Confirm dozer to be supplied with a FAVORSEA CAS-L9 (level 9) 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.	

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
(<u>FULL</u> WORKSHOP MANUALS, <u>NOT</u> SERVICE MANUALS)	
Confirm articulated dozer 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-9 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	

b) Returnable Documents Used for Scoring

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

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 9 of this RFP	
The bidding company must provide a Company Profile that indicates years of business in on-site tyre management Service.	

c) Essential Returnable Documents:

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

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
SECTION 1: SBD1 FORM	
SECTION 6 : Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7 : RFP Declaration and Breach of Law Form	
SECTION 9: B-BBEE Preference Points claim form	
SECTION 11: Protection of Personal Information	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
Company/Trust or CC registration documents (CIPC)	
Directors Identity Document (certified copies)	
Tax clearance certificate and Valid SARS Pin	
CSD Registration report	

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

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature_____
Date & Company Stamp

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

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

1	Annexure B – Foskor standard terms and conditions
2	Annexure C- Non disclosure agreement
3	Annexure D- General bid conditions
4	Annexure E – Integrity pack

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 _____

Respondent's Signature

Date & Company Stamp

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

Respondent's Signature_____
Date & Company Stamp

10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER/EMPLOYEE:

ADDRESS:

Indicate nature of relationship with Foskor:

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

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

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

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

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

13 Bidder's declaration

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

YES/NO

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

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

Full Name	Identity Number	Name of State institution

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

YES/NO

13.2.1. If so, furnish particulars:

.....

13.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether 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.

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

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.

but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

For and on behalf of	AS WITNESS:

duly authorised hereto	
Name:	Name:
Position:	Position:
Signature:	Signature:
	Registration No of Company/CC
	Registration Name of Company/CC

Date & Company Stamp

SECTION 9: B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Foskor shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will

be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency

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

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

5. BID DECLARATION

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

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.

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

Respondent's Signature

Date & Company Stamp

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017

which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Foskor reserves the right to penalise the bidder up to 10 percent of the value of the contract;
- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)**DATE:****ADDRESS**
.....
.....

SECTION 10: SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**INTRODUCTION**

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

1. PILLARS OF THE PROGRAMME

- 1.1 The NIPP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$5 million or other currency equivalent to US\$5 million will have a NIP obligation. This threshold of US\$5 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$5 million.
 - or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$5 million.
 - or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$5 million.
 - or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$5 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIPP obligation on a *pro-rata* basis.

1.3 To satisfy the NIPP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

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

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with their bid documentation at the closing date and time of the bid.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIPP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid number;
- Description of the goods or services;
- Date on which the contract was awarded;
- Name, address and contact details of the contractor;
- Value of the contract; and
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIPP OBLIGATION

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

Bid number FOSCO-RFP-81-2024

Closing date: 02 July 2024

Name of bidder.....

Postal address

.....

Signature.....

Name (in print).....

Date.....

Respondent's Signature_____
Date & Company Stamp

SECTION 11: PROTECTION OF PERSONAL INFORMATION

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

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

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is “Foskor” and the Data subject is the “Respondent”. Foskor will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Foskor reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Foskor.
5. In responding to this bid, Foskor acknowledges that it will obtain and have access to personal information of the Respondent. Foskor agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Foskor further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Foskor and/or its authorised appointed third parties.
7. Furthermore, Foskor will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Foskor requires the Respondent to process any personal information disclosed by Foskor in the bidding process in the same manner.

8. Foskor shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).
9. Foskor shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Foskor to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Foskor correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Foskor's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

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

Signature of Respondent's authorised representative: _____

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