



**Returnable Document**

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

[hereinafter referred to as **FOSKOR**]

Registration Number 1951/000900/30

**REQUEST FOR QUTOTAION FOSCO-RFQ-22-2024 FOR THE PROVISION OF DEVELOPMENT OF THE WATER CONSERVATION AND WATER DEMAND MANAGEMENT STRATEGY TO FOSKOR MINING DIVISION (PHALABORWA) FOR A ONCE OFF PERIOD.**

**ISSUE DATE:** 26 April 2024

**CLOSING DATE:** 27 May 2024

**CLOSING TIME:** 12:00 PM

**BID VALIDITY PERIOD:** 180 Business Days from Closing Date [14 February 2025]

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



Returnable Document

**RFQ FOR THE PROVISION OF THE DEVELOPMENT OF THE WATER CONSERVATION AND  
WATER DEMAND MANAGEMENT STRATEGY  
FOR A ONCE OFF PERIOD**

**SECTION 1: SBD1 FORM**

**PART A**

**INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEVELOPMENT OF THE WATER CONSERVATION AND WATER DEMAND MANAGEMENT STRATEGY FOR A ONCE OFF PERIOD FOR DIVISION FOSKOR SOC LTD							
BID NUMBER:	FOSCO-RFQ-22-2024	ISSUE DATE:	26/04/2024	CLOSING DATE:	27/05/2024	CLOSING TIME:	12:00PM
DESCRIPTION	FOR THE PROVISION OF DEVELOPMENT OF WATER CONSERVATION AND WATER DEMAND MANAGEMENT STRATEGY FOR FOSKOR MINING DIVISION (PHALABORWA) FOR A ONCE OFF PERIOD.						
BID RESPONSE DOCUMENTS SUBMISSION							
<b>RESPONDENTS ARE TO SUBMIT THEIR BIDS AT THE FOLLOWING ADDRESS:</b>							
Foskor Phalaborwa Head Office Foskor Phalaborwa Mine 27 Selati Road Phalaborwa							
<b>Please include a USB Flash Drive (soft copy) with your submission</b>							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Daleen Kruger			CONTACT PERSON	Michael Radzilani		
TELEPHONE NUMBER	011 347 0600			TELEPHONE NUMBER	015 789 2393		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	<a href="mailto:Daleenk@foskor.co.za">Daleenk@foskor.co.za</a>			E-MAIL ADDRESS	<a href="mailto:Michaelpr@foskor.co.za">Michaelpr@foskor.co.za</a>		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER:	MAAA

Respondent's Signature

Date &amp; Company Stamp



**Returnable Document**

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
---	--

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

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

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. TAX COMPLIANCE REQUIREMENTS</b>
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

Respondent’s Signature

Date & Company Stamp



Returnable Document

NUMBER MUST BE PROVIDED.

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: \_\_\_\_\_

## SECTION 2: NOTICE TO BIDDERS

---

### 1 Responses to RFQ

Responses to this **FOSCO-RFQ-22-2024** must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

### 2 Formal Briefing

A formal briefing session **Will Not Be Held** but should Respondents have specific queries they should email these to the FOSKOR employee(s) indicated in paragraph 3 [*Communication*] below:

### 3 Communication

Specific queries relating to this RFQ before the closing date of the RFQ should be submitted onto the system and to **Daleen Kruger** before **12:00 pm on 23 May 2024**. In the interest of fairness and transparency FOSKOR's response to such a query will then be made available to other bidders.

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

Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

Respondents may also, at any time after the closing date of the RFQ, communicate with the Daleen Kruger on any matter relating to its RFQ response:

Telephone 011 347 0600

Email: Daleenk@foskor.co.za

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.

### 4 Legal Compliance

The successful Respondent shall be in full and complete compliance with all applicable national and local laws and regulations.

### 5 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.

### 6 Changes to Quotations

Changes by the Respondent to its submission will not be considered after the closing date and time.

## **7 Binding Offer**

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

## **8 Disclaimers**

Respondents are hereby advised that FOSKOR is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that FOSKOR reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes.
- reject any Quotation which does not conform to instructions and specifications which are detailed herein.
- disqualify Quotations submitted after the stated submission deadline.
- not necessarily accept the lowest priced Quotation or an alternative bid.
- place an order in connection with this Quotation at any time after the RFQ's closing date.
- award only a portion of the proposed goods / services which are reflected in the scope of this RFQ.
- split the award of the order/s between more than one Supplier/Service Provider should it at FOSKOR's discretion be more advantageous in terms of, amongst others, cost or developmental considerations.
- cancel the quotation process.
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to FOSKOR to do so.
- request audited financial statements or other documentation for the purposes of a due diligence exercise.
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law.
- award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested



**Returnable Document**

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 next ranked bidder(s) were notified of their bid being unsuccessful. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price.

- 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.



WORKPLACE DISH  
THEFT  
CORRUPTION  
COMPANY ASSETS  
BRIBERY  
ANY ILLEGAL OR UNETHICAL ACTIVITY

**REPORT**

**SPEAK UP NOW FOR A  
BRIGHTER FUTURE FOR US ALL**

 SMS **33490**

WHISTLE BLOWERS  **PRIVATE & CONFIDENTIAL**  DOWNLOAD THE WHISTLE BLOWERS REPORTING APP

FOSKOR  **0800 367 567**

[foskor@whistleblowing.co.za](mailto:foskor@whistleblowing.co.za) | [www.whistleblowing.co.za](http://www.whistleblowing.co.za) 

REPORT ALL UNETHICAL ACTIVITIES TO WHISTLE BLOWERS (PTY) LTD, AN INDEPENDENT SERVICE PROVIDER

Respondent's Signature

Date & Company Stamp



Returnable Document

**INTRODUCTION, BACKGROUND, SCOPE, METHODOLOGY, DELIVERABLES, REPORTING, LEGISLATIVE-AND REGULATORY REQUIREMENTS, BASIC SPECIFICATIONS, REQUIREMENTS AND RESPONSIBILITIES, PERMIT TO WORK.**

**1. INTRODUCTION:**

Foskor (PTY) Ltd is one of the world's leading phosphate rock and phosphoric acid producers and was established in 1951. Foskor operates two opencast mines for the extraction of pyroxenite ore to produce high quality phosphate rock. The process involves crushing, grinding, and slurring of the ore, from which the apatite is recovered as a mineral concentrate (referred to in the trade as phosphate rock) by means of froth flotation. About 75% of the annual production of 2.7. million tons of phosphate rock is transported to various domestic fertilizer plants.

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 operation is the mining and beneficiation of phosphate rock. (The Foskor operation situated in Richards Bay in primarily a producer of phosphoric-based fertilizers, and lower volumes of sulphuric acid).

**2. BACKGROUND**

With increase in water demand through urbanization and increased industrial and domestic water use, South Africa's water resources have been under stress. This has led to the South African Government Department of Water and Sanitation (DWS) to challenge high-water demanding industries such as mining to re-assess the way they use and manage water.

The National Water Resources Strategy (NWRS) was developed to ensure optimal and responsible use of the national water resources. One key principle of this was the concept of Water Conservation and Water Demand Management (WC/WDM). Simplified, the WC of this principle focuses on minimizing the loss or waste of water through efficient and effective control of the supply and demand of water. While the WDM is the adaptation, implementation, development of policies or measures which serve to control or influence the amount of water used.

**Returnable Document**

Various factors drive and influence future water demand, such as scarcity, water policies and price of water. The mining sector is a significant user of water with an estimated demand of about 5% of the country's available water according to the NWRS 2 and is currently expanding into new areas with projected increase in water demand. The Implementation of WC/WDM programmes contributes to the protection of water resources by reducing the unnecessary abstraction of water and thereby promoting better management by the users.

Foskor (mining division) is in possession of the Water Use Licence (Licence No:06/B73C/G/12356) (WUL) issued by the DWS on the 04<sup>th</sup> of November 2022. Appendix I Condition 2.18 to 2.25 of the WUL stipulates all the conditions that Foskor mine is obligated to follow in terms of establishment, implementation, and development of the WC/WDM. One crucial condition (i.e., 2.21) requires that the licensee (Foskor) to develop and submit WC/WDM plan to submit to the Provincial Head that has to be updated every five years within one year of issuance of the license. With mentioned obligations, the appointment of an independent consultant is required to undertake an in-depth study and develop a comprehensive WC/WDM report for Foskor.

### **3. SCOPE OF REQUIREMENTS**

Foskor would like to appoint a service provider or environmental consultant to assist in the development of the Water Conservation and Water Demand Management Strategy (WC/WDM) for the Foskor mine in Phalaborwa. The WC/WDM should be able to assist Foskor with the implementation of the measure that seeks to minimize loss or waste of water through efficient and effective control of the supply and demand for water. This is a once-off project and the work must be done in line with National Water Act, Act No.36 of 1998, associated Regulations, and Best Practice Guidelines.

Activities associated with the scope of work includes, but not limited to:

- Meeting mine representatives, stakeholders, and authorities as and when required.
- Acquisition and review of existing information.
- Site inspection of all mining activities in the applicable areas.

- Compile an accurate and computerized water balance model.
- Site-specific indicator targets (volumetric and water use efficiency targets).
- Compilation and submission of final WC/WDM plan.

#### **4. METHODOLOGY:**

- The service provider must use the procedures set out in the DWS WD/WCD Implementation Guideline, benchmarks for WC/WDM in the mining sector and the BPG H3 (amongst others) for the development of the strategy.

#### **5. DELIVERABLES:**

Deliverables include:

- Water Conservation and Water Demand Management Survey Report, depicting current status quo (situation assessment), high and low consumption and proposed recommendations.
- Comprehensive Water Conservation and Water Demand Management Plan that Foskor can implement.
- Map indication high consumption areas.
- Water balance for the whole mining division and showing contributions by all sections of the mine.

**NOTE: A non-compulsory site visit can be arranged prior to submission of the quotations.**

#### **6. REPORTING:**

The successful contractor must report to Environmental Specialist at Foskor Environmental Department. Regular reporting and updating of the various milestones achieved.

**7. LEGISLATIVE-AND REGULAR REQUIREMENTS:**

**7.1** The successful or appointed service provider shall comply with:

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

**7.2** The successful or appointed service provider shall comply with the latest revisions of all Foskor COP's and SOP's (Compendium of Procedures, Standard Operating Procedures) (Cop's. Policies and procedures are available on request and

- a) Any other Foskor safety, health, quality and environmental policies and procedures deemed applicable by Foskor representative.
- b) All-other Foskor procedures and policies applicable to the successful application of this contract.

**7.3** The successful or appointed service provider shall comply with Foskor's Environmental Specifications, Policies and Procedure and the national, provincial and local environmental legislation such as:

- a) National Environmental Management Act 107 of 1998 (NEMA)
- b) National Environmental Management Waste Act 59 of 2008(NEMWA) as amended.
- c) The successful service provider shall include in his/her SAFETY FILE, and comply with the following documents:
  - i) Environmental Aspects and Impact Register (Applicable to this contract).
  - ii) Environmental Objectives and Targets (Applicable to this contract).

- iii) Waste Management Plan (Applicable to this contract).
- iv) FOSKOR Atmospheric Emissions Licence (Copy available on request).
- v) FOSKOR Waste Management Licence (Copy available on request).
- vi) FOSKOR Waster Use Licence (Copy available on request).

**7.4** The successful or appointed service provider shall comply with:

- a) The Mines Health and Safety Act with Regulations (Latest revision).
- b) Ther National Road Traffic Act with Regulations (Latest revision).
- c) National Water Act (No 36 of 1998).
- d) All applicable national and International legislative requirements and regulations.

**7.5** The successful or appointed service provider shall comply with the latest revisions of the following Foskor COP's (Compendium of Procedures) COP's and procedures area available on request):

- a) Any other Foskor safety, health, quality and environmental policies and procedures deemed applicable by a Foskor representative.
- b) All other Foskor procedures and policies applicable to the successful application of this contract.

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

- a) COP 41 Housekeeping and workplace organisation.
- b) COP 49 Waste Management.

**7.7** Although every effort has been made to ensure that the information contained within this document is correct, it remains the responsibility of the bidder to verify actual status and site conditions.

## **8. BASIC SPECIFICATIONS, REQUIREMENTS AND RESPONSIBILITIES:**

The successful bidder is responsible to:

- a) Comply with all the specifications and requirements of this document.
- b) Comply to all the requirements of Foskor COP 25, Service Provider Control (Available on request).
- c) Supply required PPE (Personal Protective Equipment) and safety equipment to safely conduct the required service.

## **9. PERMIT TO WORK:**

The following guidelines are provided to assist the appointed service provider in obtaining access to the mine:

- a) All appointed service provider's on-site employees shall receive the basic Foskor site induction training at the Foskor Security office.
- b) All the appointed service provider's on-site employees shall receive site specific training provided by the Foskor area Regulation 2.6.1 appointee/s.
- c) Registration and proof of payment under the Compensation of Occupational Injuries and Diseases Act, no. 130 of 1993. Registration number must be provided.

**Returnable Document****9 Security clearance**

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods 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.

**10 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. FOSKOR is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. 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. The CSD can be accessed at <https://secure.csd.gov.za/>.

**11 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.

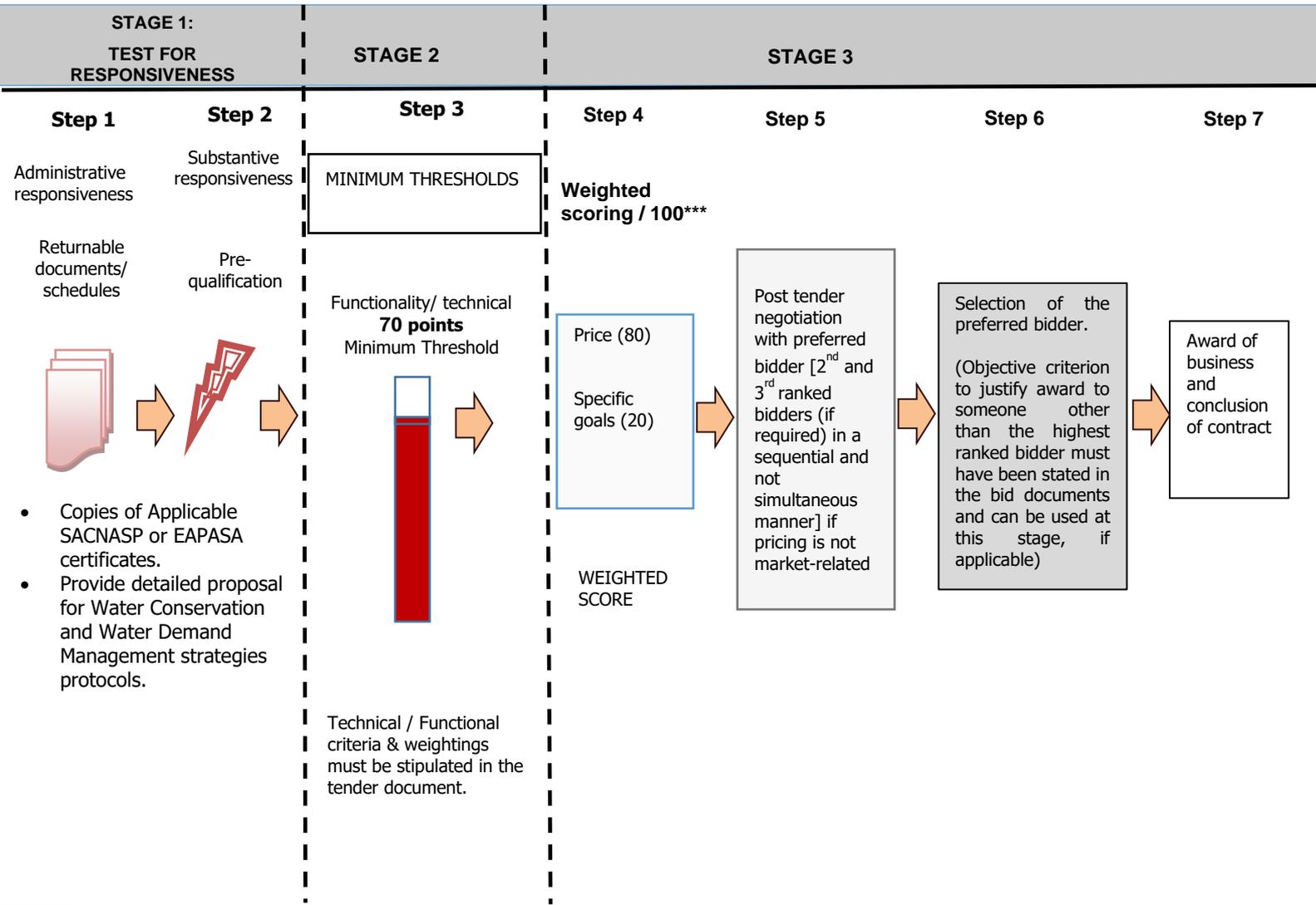
The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.

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 EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

### 1 Evaluation Criteria

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



**a. STEP ONE: Test for Administrative Responsiveness**

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
<ul style="list-style-type: none"> <li>Whether the Bid has been lodged on time</li> </ul>	
<ul style="list-style-type: none"> <li>Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time</li> </ul>	<i>Section 3</i>
<ul style="list-style-type: none"> <li>Verify the validity of all returnable documents</li> </ul>	<i>Section 3</i>



**Returnable Document**

<ul style="list-style-type: none"> <li>Verify if the Bid document has been duly signed by the authorised respondent</li> </ul>	<i>All sections</i>
--	---------------------

***The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification.***

**b. STEP TWO: Test for Substantive Responsiveness to RFQ**

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

<b>Check for substantive responsiveness</b>	<b>RFQ Reference</b>
<ul style="list-style-type: none"> <li>Whether any general and legislation qualification criteria set by FOSKOR, have been met</li> </ul>	<i>All sections</i>
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer</li> </ul>	<i>Section 4 - Quotation Form</i>
<ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope and/or specification given</li> </ul>	<i>All Sections</i>
<ul style="list-style-type: none"> <li>Proof of registration on the National Treasury Central Supplier Database (CSD)</li> </ul>	<i>Section 2, paragraph 13</i>
<ul style="list-style-type: none"> <li>Quality Certificate of analysis for Particle Size Distribution and Chemicals Elements</li> <li>Name and proof of agreement with the Mine/source of your coal</li> </ul>	<i>Section 2. paragraph 9</i>

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



**Returnable Document**

**c. STEP THREE: Minimum Threshold 70 points for Technical Criteria**

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

<b>Technical Evaluation Criteria and Bid Assessment. (70% Threshold)</b>	<b>100%</b>		
<b>1. Company – Years in business in conducting Water Conservation and Water Demand Management strategies</b>	<b>20%</b>		<b>Proof</b>
1-3 years combined experience = 10%	10	10%	Company profile and referral letter from the companies indicating the type of work done and the dates or duration of the contract.
4 years combined experience = 20%	20	20%	
No experience = 0%	0	0%	
<b>1. List the top five (5) similar/same contracts awarded in the past five years. Provide the following information/details:</b>  <b>a) Brief description of the contract type.</b>  <b>b) Address site of the Contract.</b>  <b>c) Name and telephone/cell number of clear contract person.</b>	<b>20%</b>		<b>Proof</b>
3-4 Projects = 10%	10	10%	Confirmation letter from the companies indicating the type of work done and the dates of duration of the contract.
4 Projects = 20 %	20	20%	
No previous projects	0	0%	

<b>3. Team Leader/Project specialist individual experience in conducting Water Conservation and Water Demand Management strategies</b>	<b>20%</b>		<b>Proof</b>
1-2 years = 5%	20	20%	CV indicating number of years in individual was involved with similar type of projects.
3-4 years = 10%			
5 years = 20%			
1 year = 0%	0	0%	
<b>4. Team Leader/Project Specialist relevant qualification.</b>	<b>10%</b>		<b>Proof</b>
Degree/Diploma in Natural Sciences or Environmental Management.	3	10%	Copies of academic qualifications for example certificates.
Provide copies of CV's and qualification.	0	0%	
<b>Mandatory requirements below</b>			
<b>NB// Failure to provide the <u>Mandatory documents</u> will lead to disqualification and your company will not be evaluated further.</b>			
<b>5. Team Leader/Project Specialist SACNASP or EAPASA registration as a professional Scientist.</b>	<b>20%</b>		<b>Proof</b>
SACNASP and EAPASA registration.	20	20%	Copies of Applicable Certificate SACNASP Certificate and EAPASA Certificate.
No Certificate provided	0	0%	
<b>6. Understanding of the Project. The brief methodology or proposal stipulating the whole Water Conservation and Water Demand Management</b>	<b>10%</b>		<b>Proof</b>



**Returnable Document**

<b>strategies process to be followed.</b>			
Proposal Submitted	10	10	Provide detailed proposal for Waste Conservation and Water Demand Management strategies protocols.
Proposal Not Submitted	0	0	
	<b>100%</b>		
<b>For the bid to be considered for shortlisting, the bidder needs to score 70% and above and comply to all mandatory requirements</b>			

**d. STEP FOUR: Evaluation and Final Weighted Scoring**

a) **Price and TCO Criteria** [Weighted score 80 points]:

Evaluation Criteria	RFP Reference
• Commercial offer	<i>Section 4</i>

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

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

Where:

*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.



**Returnable Document**

**e. 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).

**f. STEP SIX: Objective Criteria (if applicable)**

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

- Skills Transfer and Capacity Building for FOSKOR.
- Impact on FOSKOR's Return on Investment.
- Rotation of Suppliers to promote opportunities for other suppliers, by overlooking a supplier that has been awarded business repeatedly overtime in order to benefit other suppliers in the market.
- the tenderer:
  - is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
  - is not undergoing a process of being restricted by FOSKOR or other state institution that FOSKOR may be aware of,
  - can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
  - has the legal capacity to enter into the contract,
  - is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
  - complies with the legal requirements, if any, stated in the tender data and
  - is able, in the option of the employer to perform the contract free of conflicts of interest.
- all Risks identified during a risk assessment exercise/probity check (which may be conducted by an authorised third party) that would be done to assess all risks, including but not limited to:
  - the financial stability of the bidder based on key ratio analysis, which would include, but not be limited to Efficiency, Profitability, Financial Risk, Liquidity, Acid Test, and Solvency.
  - a due diligence to assess functional capability and capacity. This could include a site visit.



**Returnable Document**

- A commercial relationship with a Domestic Prominent Influential Person (DPIP) or Foreign Prominent Public Official (FPPO) or an entity of which such person or official is the beneficial owner; and
- Reputational and Brand risks

**g. STEP SEVEN: Award of business and conclusion of contract**

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

**2 Validity Period**

FOSKOR requires a validity period of 180 [hundred and eighty] Business Days from the closing date of this RFQ, excluding the first day and including the last day.

Bidders are to note that they may be requested to extend the validity period of their bid, on 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.

**3 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")



**Returnable Document**

A DPIIP/FPPO		Closely Related to a DPIIP/FPPO		Closely Associated to a DPIIP/FPPO		
<b>List all known business interests, in which a DPIIP/FPPO may have a direct/indirect interest or significant participation or involvement.</b>						
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 with DPIIP or FPPO. This list will include successful Respondents, if applicable.

**4 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	<b><i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ <u>will</u> result in a Respondent’s disqualification.</i></b>
Returnable Documents Used for Scoring	<b><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></b>
Essential Returnable Documents	<b><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></b>

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

**a) Mandatory Returnable Documents**

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



**Returnable Document**

**NB: Failure to provide the mandatory documents will lead to disqualification and your company will not be evaluated further.**

- **Copies of Applicable Certificate of SACNASP or EAPASA registered professional Scientist.**
- **Provide detailed proposal for Waste Conversation and Water Demand Management strategies protocols.**

**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 to confirm submission of these documents by so indicating [Yes or No] in the table below:

<b>RETURNABLE DOCUMENTS USED FOR SCORING</b>	<b>SUBMITTED [Yes or No]</b>
Company profile and referral letter from the companies indicating the type of work done and the dates or duration of the contract.	
Confirmation letter from the companies indicating the types of work and the dates or duration of the contract.	
CV indicating number of years the individuals was involved with similar type of projects.	
Copies of academic qualifications for example certificates.	

**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 to confirm submission of these documents by so indicating [Yes or No] in the table below:



**Returnable Document**

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
SECTION 1: SBD1 Form	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 7: B-BBEE Preference Claim Form	
SECTION 8: Protection of Personal Information	
CSD Registration report	

**5 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of any contract emanating from this RFQ. 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.



Returnable Document

**SECTION 4**  
**QUOTATION FORM**

I/We \_\_\_\_\_

hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard RFQ Terms and Conditions for the Supply of Goods or Services to FOSKOR; and
- any other standard or special conditions embodied in this Request for Quotation.

I/We accept that unless FOSKOR should otherwise decide and so inform me/us, this Quotation [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. I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, FOSKOR may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by FOSKOR in calling for Quotations afresh and/or having to accept any less favourable offer.

\_\_\_\_\_  
Respondent’s Signature

\_\_\_\_\_  
Date & Company Stamp



Returnable Document

**Price Schedule**

<b>Item No</b>	<b>Development of the Water Conservation and Water Demand Management Strategy for Foskor Mine in Phalaborwa</b>	<b>Rate per Item/hour</b>	<b>Numbers of hours</b>	<b>TOTAL PRICE OF ITEM [ZAR]</b>
1	Travel and accommodations			
2	Medical surveillance/certificate for the consultant (cost for the medical for the red ticket).			
3	Initial site visit and kick off meeting with mine representative (virtual).			
4	Site Visit for work assessment.			
5	Review of existing information.			
6	Compilation of the WC/WDM report and supplementary documents (specialist studies)			
7	Submission of the WC/WDM report and supplementary documents			
8	Provide feedback to mine representatives			
9	Other (Specify)			
	a)			
	b)			
	c)			
	d)			
<b>TOTAL PRICE, exclusive of VAT:</b>				
<b>VAT 15% (if applicable)</b>				
<b>Total Inclusive of VAT (where applicable)</b>				

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

**Returnable Document**

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

**Notes to Pricing:**

- i. 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 RFQ.
  - (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 RFQ.
  - (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 RFQ.If a market-related price is not agreed with the Respondent scoring the third highest points, FOSKOR must cancel the RFQ.
- ii. All Prices must be quoted in South African Rand, inclusive of VAT.
- iii. Any disbursement not specifically priced for will not be considered/accepted by FOSKOR.
- iv. To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- v. 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.



Returnable Document

**SECTION 5  
CERTIFICATE OF ACQUAINTANCE WITH RFQ 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 RFQ. 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 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 in calculating tendered prices or any other purpose:**

1.	FOSKOR’s General Bid Conditions
2.	Standard RFQ Terms and Conditions for the supply of Goods or Services to FOSKOR
3.	FOSKOR’s Supplier Integrity Pact
4.	Non-disclosure Agreement

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

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ 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 the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, 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 RFQ was unclear but in respect of which he/she failed to obtain clarity.

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_



**Returnable Document**

DESIGNATION: \_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp



**Returnable Document**

**SECTION 6**  
**RFQ DECLARATION AND BREACH OF LAW FORM**

NAME OF ENTITY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. FOSKOR has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by us for RFQ Clarification purposes.
2. We have received all information we deemed necessary for the completion of this Request for Quotation [**RFQ**].
3. We have been provided with sufficient access to the existing FOSKOR facilities/sites and all relevant information relevant to the Supply of the Goods 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 RFQ from FOSKOR sources, other than information formally received from the designated FOSKOR contact(s) as nominated in the RFQ documents.
5. We have complied with all obligations of the Bidder/Supplier as indicated in the FOSKOR Supplier Integrity Pact 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.
6. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by FOSKOR in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner.
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 FOSKOR 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 the 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 RFQ; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

\_\_\_\_\_  
Respondent’s Signature

\_\_\_\_\_  
Date & Company Stamp



**Returnable Document**

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 interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

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

---

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



**Returnable Document**

Full Name	Identity Number	Name of State institution

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

**YES/NO**

13.2.1. If so, furnish particulars:

.....  
 .....

13.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether they are bidding for this contract?

**YES/NO**

13.3.1. If so, furnish particulars:

.....  
 .....

**14 DECLARATION**

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

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 consortium<sup>2</sup> will not be construed as collusive bidding.

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

\_\_\_\_\_  
 Respondent's Signature

\_\_\_\_\_  
 Date & Company Stamp



**Returnable Document**

- 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**

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

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

NATURE OF BREACH:

\_\_\_\_\_  
 DATE OF BREACH: \_\_\_\_\_

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



**Returnable Document**

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp



Returnable Document

**SECTION 7: 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.

1. Foskopor 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 Preference points for this bid shall be awarded for:

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

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

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

1.4 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.

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

**2. DEFINITIONS**

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

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

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 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
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	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 <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>3</sup></b>	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

<sup>3</sup> 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.



**Returnable Document**

responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contribution: Level 1 = 20 maximum of 20 points)

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

**7. SUB-CONTRACTING**

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm.....

8.2 VAT registration number.....

8.3 Company registration number.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety



Returnable Document

- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional Supplier
- Other Suppliers, e.g. transporter, etc.

[ TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
  - (a) disqualify the person from the bidding process.
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct.
  - (c) cancel the contract and claim any damages which it has suffered because 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.



Returnable Document

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....



Returnable Document

**SECTION 8**

**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 RFQ, 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 RFQ 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 RFQ, 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



**Returnable Document**

shared or accessed pursuant to this RFQ (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 RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ and further confirming that they are aware of their rights in terms of Section 5 of POPIA

**Respondents are required to provide consent below:**

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

- 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 RFQ 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