RFQ NUMBER: [FOSPHB-RFQ-01-26/27]

FOSKOR [MINING]

an Operating Division of FOSKOR (PTY) LTD

[hereinafter referred to as **Foskor]**

[Registration No. 1951/002918/07]

FOR THE PROVISION OF SNAKE CATCHING, BEES AND DEAD ANIMAL REMOVAL AS AND WHEN REQUIRED FOR FOSKOR MINE PHALABORWA FOR A PERIOD OF THREE (3) YEARS.

RFQ NUMBER	:	**[FOSPHB-RFQ-01-26/27]**
ISSUE DATE	:	**[16 July 2026]**
CLOSING DATE	:	**[31 July 2026]**
CLOSING TIME	:	**[12:00PM]**
BID VALIDITY PERIOD	:	**[60] Business Days from Closing Date**

Respondent's Signature

Date and Company Stamp

RFQ NUMBER: [FOSPHB-RFQ-01-26/27]

SECTION 1: NOTICE TO BIDDERS

PART A
INVITATION TO BID

<table>
<tr><td colspan="8">YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</td></tr>
<tr><td>BID NUMBER:</td><td colspan="2">FOSPHB-RFQ-01-26/27</td><td colspan="2">CLOSING DATE:</td><td>31 July 2026</td><td>CLOSING TIME:</td><td>12:00PM</td></tr>
<tr><td>DESCRIPTION</td><td colspan="7">FOR THE PROVISION OF SNAKE CATCHING, BEES AND DEAD ANIMAL REMOVAL SERVICES AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS.</td></tr>
<tr><td colspan="8">BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</td></tr>
<tr><td colspan="8">RESPONDENTS ARE TO SUBMIT THEIR BID RESPONSES VIA E-MAIL ADRESS:

Email Address: nandisat@foskor.co.za
The size of the email should <u>not exceed 5 MB</u> and it should be in a PDF format.</td></tr>
<tr><td colspan="4">BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</td><td colspan="4">TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</td></tr>
<tr><td>CONTACT PERSON</td><td colspan="3">NANDISA TSUTSU</td><td colspan="2">CONTACT PERSON</td><td colspan="2">NANDISA TSUTSU</td></tr>
<tr><td>TELEPHONE NUMBER</td><td colspan="3">011 347 0604</td><td colspan="2">TELEPHONE NUMBER</td><td colspan="2">011 347 0604</td></tr>
<tr><td>FACSIMILE NUMBER</td><td colspan="3"></td><td colspan="2">FACSIMILE NUMBER</td><td colspan="2"></td></tr>
<tr><td>E-MAIL ADDRESS</td><td colspan="3">nandisat@foskor.co.za</td><td colspan="2">E-MAIL ADDRESS</td><td colspan="2">nandisat@foskor.co.za</td></tr>
<tr><td colspan="8">SUPPLIER INFORMATION</td></tr>
<tr><td>NAME OF BIDDER</td><td colspan="7"></td></tr>
<tr><td>POSTAL ADDRESS</td><td colspan="7"></td></tr>
<tr><td>STREET ADDRESS</td><td colspan="7"></td></tr>
<tr><td>TELEPHONE NUMBER</td><td>CODE</td><td colspan="3"></td><td>NUMBER</td><td colspan="2"></td></tr>
<tr><td>CELL PHONE NUMBER</td><td colspan="7"></td></tr>
<tr><td>FACSIMILE NUMBER</td><td>CODE</td><td colspan="3"></td><td>NUMBER</td><td colspan="2"></td></tr>
<tr><td>E-MAIL ADDRESS</td><td colspan="7"></td></tr>
<tr><td>VAT REGISTRATION NUMBER</td><td colspan="7"></td></tr>
<tr><td>SUPPLIER COMPLIANCE STATUS</td><td>TAX COMPLIANCE SYSTEM PIN:</td><td></td><td>OR</td><td colspan="2">CENTRAL SUPPLIER DATABASE No:</td><td colspan="2">MAAA</td></tr>
<tr><td>● ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</td><td colspan="2">☐Yes ☐No

[IF YES ENCLOSE PROOF]</td><td colspan="3">● ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</td><td colspan="2">☐Yes ☐No

[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</td></tr>
<tr><td colspan="8">QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</td></tr>
<tr><td colspan="8">IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</td></tr>
</table>

Respondent's Signature

Date and Company Stamp

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

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 RFQ [**Quotations]** must not include documents or references 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

3.1 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted onto the system to [**Nandisa Tsutsu**] before **12:00 pm on 25 July 2026.** In the interest of fairness and transparency FOSKOR's response to such a query will then be made available to other bidders.

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

3.3 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.

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

- Telephone 015 789 2151 Email: ntwananom@foskor.co.za

3.5 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

4 LEGAL COMPLIANCE

The successful Respondent shall be in full and complete compliance with any and 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 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 the tender process.

9 BACKGROUND / SCOPE OF WORK

Foskor Mine, situated alongside the Kruger National Park, serves as both a phosphate mining operation and a wildlife sanctuary. Due to its location, personnel are routinely exposed to wildlife such as elephants, lions, buffaloes, and leopards, which presents significant safety risks during operational activities. Additional hazards include venomous snakes and aggressive bees, requiring specialized response measures. The site's environment inadvertently attracts animals seeking food or shelter, leading to frequent sightings and occasional animal fatalities near work areas. These conditions emphasize the importance of implementing stringent safety protocols and effective wildlife management strategies to ensure the protection of personnel and the continuity of operations.

The scope of work requires a service provider to assist with the service of snake catching, bee colony removal/relocation, removal and disposal of dead animals on as and when required in Foskor Mine and Moshate House.

The service provider must ensure a response time of 30–45 minutes for snake catching, removal of dead animals, and bee control, with 24-hour standby for emergency call-outs.

(Please refer to ***Annexure A*** *for a detailed Scope of Work).*

PRE-QUALIFICATION – *(Failure to submit the required documentation will lead to disqualification).*

No	***Mandatory Requirement***	**Comments**
1	Local Service Provider (Ba-Phalaborwa Local Municipality)	Submit proof of business physical address
2	Registration and proof of payment under the Compensation for Occupational Injuries and Diseases Act, no. 130 of 1993. Registration number must be provided (Valid Letter of good standing)	Submit Valid letter of good standing (COIDA)
3	Formal Training on snake catching and bee removal	Provide proof of training (certificates)

10 LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by FOSKOR's Legal Counsel, prior to consideration for an award of business.

11 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.

12 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. 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/.

13 TAX COMPLIANCE

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

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

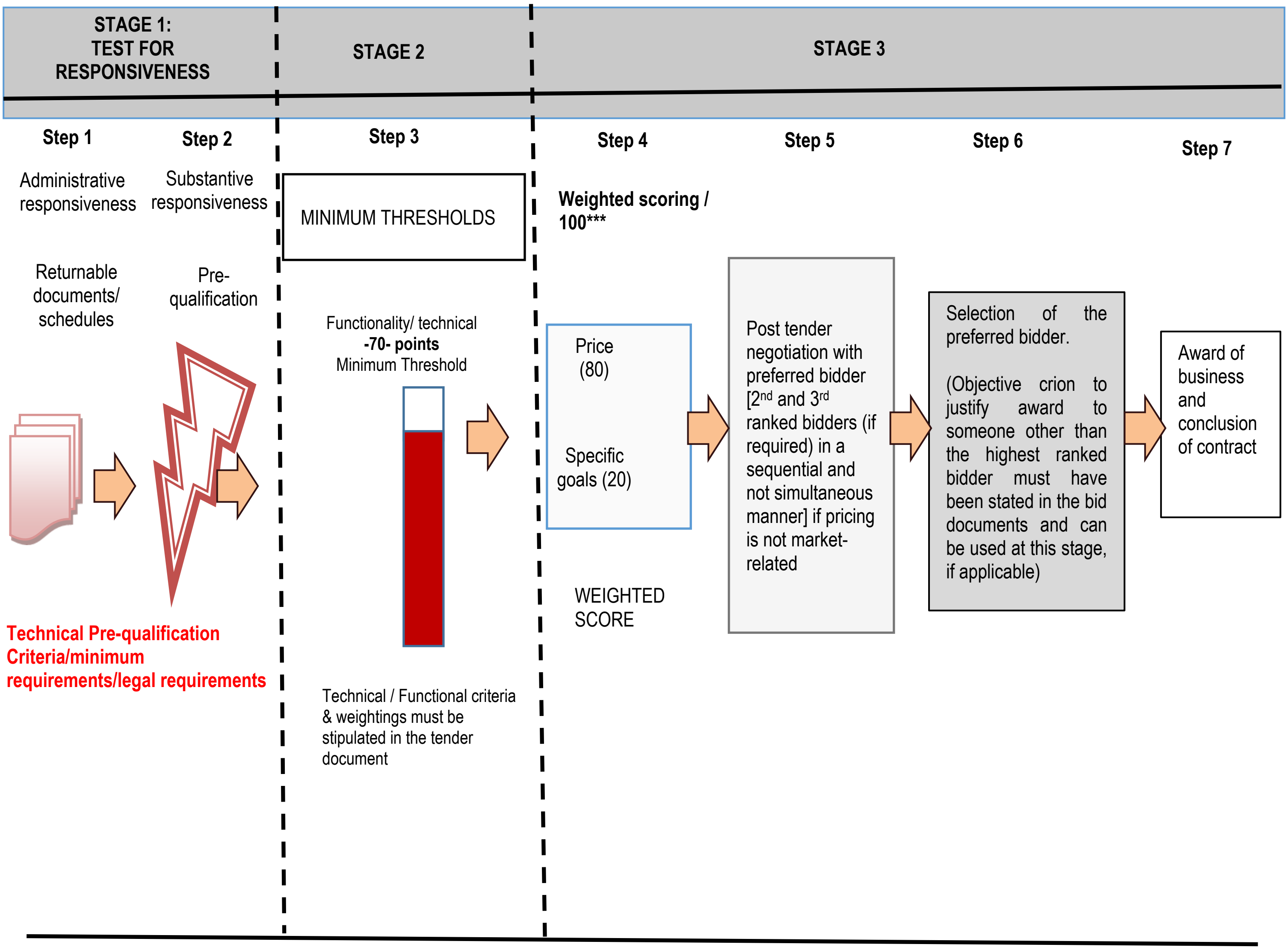
The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.

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

SECTION 3: EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

1 EVALUATION CRITERIA

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



Respondent's Signature

Date and Company Stamp

1.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

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

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

1.2 STEP TWO: Test for Substantive Responsiveness to RFQ

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

Check for substantive responsiveness	RFQ Reference
• Whether any general and legislation qualification criteria set by FOSKOR, have been met	*All sections*
• Whether the Bid contains a priced offer	*Section 4 - Quotation Form*
• Whether the Bid materially complies with the scope and/or specification given	*All Sections*
• Proof of registration on the National Treasury Central Supplier Database (CSD)	*Section 2, paragraph 13*
• Whether any Technical Pre-qualification Criteria/minimum requirements/legal requirements have been met as follows: - Local Service Provider (Ba-Phalaborwa Local Municipality) - Registration and proof of payment under the Compensation for Occupational Injuries and Diseases Act, no. 130 of 1993. Registration number must be provided (Valid Letter of good standing) - Formal Training on snake catching and bee removal - Response time (30 to 45 minutes and 24hr standby during call outs	*Section 2, paragraph 9*

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

1.3 STEP THREE: Minimum Threshold points for Technical Criteria

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

	MEASUREMENT CRITERIA	Criteria scoring (%)	Score (%)	Type of proof to be submitted.
1	Company- Previous experience in snake catching and bee removal services?	No experience 0% 1- 3 years combined experience = 10% >4 years combined experience = 25%	25%	Give reference list of projects, with values and contact numbers for verification
2	List three similar/same contracts awarded in the past Provide the following information/details: a) Brief description of the contract type b) Address/ site of the contract c) Name and telephone/ cell number of clear contact person	No previous projects = 0% 3- 4 Projects = 10% >4 projects = 25%	25%	Confirmation letter from the companies indicating the type of work done and the dates or duration of the contract
3	Company – Ability to satisfy technical requirements – Equipment, tools of trade	None= 0% Submitted = 25%	25%	List of equipment to be used,
4	Understanding of the project- The whole method statement should provide with clearer step by step and details of the method to be used for snake catching and bee removal	Methodology not submitted = 0% Methodology submitted = 25%	25%	Provide detailed method statement
	For the bid to be considered for shortlisting, the bidder needs to score 70% and above and comply to all mandatory requirements			

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

1.4 STEP FOUR: Evaluation and Final Weighted Scoring

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

Evaluation Criteria	RFP Reference
• Commercial offer	*Section 4*
• Commercial discounts[1] • Price adjustment conditions / factors • Exchange rate exposure • Disbursements	*Section 4*

[1] Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected

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.

1.5 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).

1.6 STEP SIX: Objective Criteria

o 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:

- 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:
- 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

1.7 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 60 [sixty] 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.

<table>
<tr><td colspan="8">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.</td></tr>
<tr><td colspan="8">Is the Respondent
(Complete with a “Yes” or “No”)</td></tr>
<tr><td colspan="2">A DPIP/FPPO</td><td></td><td>Closely Related to a DPIP/FPPO</td><td></td><td>Closely Associated to a DPIP/FPPO</td><td colspan="2"></td></tr>
<tr><td colspan="8">List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.</td></tr>
<tr><td rowspan="2">No</td><td rowspan="2">Name of Entity / Business</td><td rowspan="2">Role in the Entity / Business
(Nature of interest/ Participation)</td><td rowspan="2">Shareholding %</td><td rowspan="2">Registration Number</td><td colspan="2">Status
(Mark the applicable option with an X)</td></tr>
<tr><td>Active</td><td>Non-Active</td></tr>
<tr><td>1</td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>2</td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>3</td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
</table>

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

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	***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.***
Returnable Documents Used for Scoring	***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.***
Essential Returnable Documents	***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.***

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

a) Mandatory Returnable Documents

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

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 2.9 Technical Pre-Qualification/ Minimum requirement	
SECTION 4 : Quotation Form –	

b) Returnable Documents Used for Scoring

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

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 7 of this RFP	
Section 3-1.2Technical Evaluation Criteria	

c) Essential Returnable Documents:

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
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 Points 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.

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 and Company Stamp

RFQ NUMBER: [FOSPHB-RFQ-01-26/27]

Price Schedule

I/We quote as follows for the services required, on a “delivered nominated destination” basis, excluding VAT:

Item Nos	**Description**	**Cost**		
		Cost per trip/ call out	5 Trips/ call out per month	Total cost per year
1	Travel from office to Foskor mine (Ba-Phalaborwa Local Municipality)			
		Year 1	Year 2	Year 3
2	Medical surveillance/ certificate for the service provider			
3	PPE (snakes/ bees and dead animals)			
		Cost per call out/ removal	Cost for 5 call out per month	Total cost per year
4	Snakes			
5	Bees			
6	Dead animals (Baboons, monkeys, antelopes, etc.)			
7	Other (specify)			
	a)			
	b)			
	c)			
	d)			
	e)			
	Total 3-year contract cost per item listed below			
	Travel		R	
	Medical		R	
	PPE		R	
	Snakes		R	
	Bees		R	
	Dead animals		R	
	Grand Total (Project)- 3 years		R	

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

Respondent’s Signature

Date and Company Stamp

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 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.

b) All 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 price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.

e) Please note that should you have offered a discounted price(s), FOSKOR will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

f) Please ensure all line items on the pricing schedule are fully completed.

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: ____

DESIGNATION: ______________________________________

______________________________	______________________________
Respondent's Signature	Date and Company Stamp

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 ourselves 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:

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

____

____

Indicate nature of relationship with FOSKOR:

____

____

________________________ ________________________

Respondent's Signature Date and Company Stamp

[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[2] in the enterprise, employed by the state?	**YES/NO**

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

Full Name	Identity Number	Name of State institution

13.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?	**YES/NO**
13.2.1. If so, furnish particulars: ……………………………………………………………………… ………………………………………………………………………	

[2] 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.

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 consortium[3] 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.

[3] 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.

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.

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 and Company Stamp

SECTION 7: B-BBEE PREFERENCE CLAIM FORM

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

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

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

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

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

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

2. DEFINITIONS

(a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) "**B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents

(h) **"Price"** includes all applicable taxes less all unconditional discounts.

(i) **"Proof of B-BBEE Status Level of Contributor"**

i) the B-BBEE status level certificate issued by an authorised body or person;

ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or

iii) any other requirement prescribed in terms of the B-BBEE Act.

(j) **"QSE"** means a Qualifying Small Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(k) **"Rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 **THE 80/20 PREFERENCE POINT SYSTEMS**

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

or

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = 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

Respondent's Signature

Date and Company Stamp

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.]
EME[4]	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.6 A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

7.1 Will any portion of the contract be subcontracted?

(***Tick applicable box***)

YES		NO	

[4] 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.

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.

YES		NO	

(Tick applicable box)

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

Designated Group: An EME or QSE which is at 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 proprietor
- 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:……………………………

Respondent's Signature

Date and Company Stamp

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Foskor reserves the right to penalise the bidder up to 10 percent of the value of the contract;

(e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(f) forward the matter for criminal prosecution.

WITNESSES …………………………………….. …………………………………….	………………………………………. SIGNATURE(S) OF BIDDERS(S) DATE: ………………………………………….. ADDRESS: ……………………………………. ……………………………………. …………………………………….

SECTION 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 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 utilising 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:

YES		**NO**	

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying FOSKOR against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.

13. The Respondent declares that the personal information submitted for the purpose of this 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

FOSKOR (PTY) LIMITED
SCOPE OF REQUIREMENTS

for

Snake Catcher, Bees and Dead Animal Removal (as and when required) at Foskor Mine Phalaborwa

(3-year contract)

DOCUMENT AND SERVICE CONTRACT APPROVAL

Compiled by: Michael Radzilani

504765

Environmental Management Specialist

Approved by: Vukile Fada

503180

Senior Manager: Environment and quality

Foskor (Pty) Limited
27 Selati Road / P.O Box 1
Phalaborwa
1390

29 October 2025

FOSKOR (PTY) LIMITED

SCOPE OF REQUIREMENTS

For

Snake Catcher, Bees and Dead Animal Removal (As and When required) at Foskor Mine Phalaborwa 3-year contract

1. INTRODUCTION

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 sulphonic acid).

Foskor (Pty) Ltd (Mining Division) is an Open Cast Mine that produces phosphate rock for export or domestic beneficiation. Approximately 2.2 million tons of phosphate rock is produced annually. The product is finely ground apatite mineral from coarsely crystalline calcium-fluoride-phosphate compound of igneous origin. The intermediate and final products are for the domestic and international markets and provide the following advantages:

- Make South Africa self-sufficient from phosphate imports.
- Earn foreign currency from the export of the products.
- Create approximately 2000 direct job opportunities, with associated indirect job opportunities in the Greater Phalaborwa region.

The dominating rock type in the Phalaborwa area, older than 3000 million years, is granite-gneiss of the Archaic Complex. Intrusive in this are younger rock types of the Phalaborwa Igneous Complex. Inclusions of serpentine, talc and amphibole schist are found in the granite-gneiss and igneous rock.

2. BACKGROUND

Foskor Mine is a Phosphate Mine, but also a Wildlife Sanctuary with the presence of many wild animals including four of the Big Five category. The mine borders the Kruger National Park and wild animals move freely on and off the mine property. Mine employees in field assignments and/or remote locations (Water Management duties, Control of alien/invasive plants, TSF Rehabilitation work and engineering repair activities) sometimes encounter elephants, buffaloes, lions, leopards, and many more while on the job. Most of these wild animals may potentially pose a serious threat to employees whilst performing their duties.

Animal encounter is inevitable at Foskor Mine. Some problematic animals that are regularly encounter at the mine includes snakes, bees, etc.

Snakes' presence in the workplace is problematic and risk of serious snakebites is high. All snakes found near the work areas irrespective of whether it is deemed dangerous or not must be removed safely and relocated elsewhere. Limpopo is home to more than 70 types of snakes. Ranging from non-venomous, ones with painful bites and 7 specie that are potentially deadly. This includes snakes such as black mambas, cobras (snouted and Mozambique spitting), boomslangs, puff adders and more.

Other type of problematic animal are Bees. **Bees** can be a danger to people, whether allergic or not, and is best to let those with proper equipment remove them from the working areas. Bees are very mystical and important insects. They provide us with sweet honey which is used for many healing and medical reasons and greatly contribute to our agricultural growth through pollination.

Animals are regularly spotted roaming the mine site, some of these animals appear to be foraging for food and/ or seeking shelter. This indicate that the site may inadvertently provide resources that attract them, and as a result some animals are found dead closer to the working areas of employees. Most animals found dead in the mine are baboons, monkeys, antelopes, etc

3. SCOPE

The scope of work requires a service provider to assist with the service of snake catching, bee colony removal/relocation, removal and disposal of dead animals on as and when required in Foskor Mine and Moshate House.

4. METHODOLOGY

Snake handling/ catching.

Proper training for personnel is important and a deep understanding of the snake's behavior to ensure effective handling according to the situation. The snake handler should always use correct snake handling equipment (snake tongs, hooks, secure container and tubes) and techniques.

Bee removal

The preferred method of bee removal is relocation by safe removal of the bee colony from the noted location to a bee friendly position. This should be done with little disruption or damage to the bees and the structure of the hive during removal. This process should be done by personnel that have the appropriate personal protective equipment and bee safe tools for removal.

Dead Animal removal

Should any animal be found dead, a response plan should be enacted, including proper handling, disposal and site sanitation to mitigate health risks and any potential odour issues.

5. DELIVERABLES

Fast response to calls as and when requested to catch snakes, remove bee colonies and dead animals, *Response time (30 to 45 minutes and 24hr standby during call outs*. A clear protocol for the safe and handling of snakes and bees, including protective equipment and techniques used should be provided.

6. REPORTING

The service provider shall provide report on all service rendered, detailing incidents nature, location, date, time and response actions taken. The report should include a summary of species handled, methods used for removal or disposal and any safety precautions implemented.

7. 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 and transport to site all labour, skill, expertise, and supervision.
d) Supply required PPE (Personal Protection Equipment) and safety equipment to safely conduct the required service.

8. LEGISLATIVE- AND REGULATORY REQUIREMENTS

8.1 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.

8.2 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 a Foskor representative.
   b) All other Foskor procedures and policies applicable to the successful application of this contract.

8.3 The successful or appointed service provider shall comply with all 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 Aspect 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 License (Copy available on request)
      v. FOSKOR Waste Management Licence (Copy available on request)

vi. FOSKOR Water Use Licence (Copy available on request)

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

a) Perform job specific *hazard identification and risk assessments (Foskor Annexure 1.3)*

b) Operate trackless mobile machinery service provider employees (Foskor Annexure 59.7B)

c) Work at height (Foskor Annexure 96.1)

d) Any other Foskor activity requiring authorisation as deemed applicable by a Foskor representative.

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

a) Ensure that:

i. In order to access in restricted areas, his vehicle has been fitted with an "internal safety cell" (ROPS – Roll Over Protection Structure) that has been designed, fabricated, tested and certified to comply with the requirements of ISO 3471:2008 - EARTH-MOVING MACHINERY – ROLL-OVERPROTECTIVE STRUCTURES or similar specification.

ROPS COMPLIANCE CERTIFICATES (Fabrication and Installation) TO PRESENTED DURING VEHICLE INSPECTION (See item 5.b.ii)

ii. His driver/s are in possession of a valid national driver's licence for the specific class of vehicle, has been tested by the Foskor mobile equipment training centre and authorised by a Foskor MHSA (Mines Health and Safety Act) regulation 2.13.1 appointee for the class of vehicle to be used on site.

iii. His driver/s has been tested by the Foskor mobile equipment training centre and authorised by a Foskor MHSA (Mines Health and Safety Act) regulation 2.13.1 appointee to operate a vehicle in the mine open pits (Restricted or red-flag areas)

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

b) The appointed service provider shall, before entering and operating a vehicle on the Foskor premises:

i. Obtain permission from the Foskor Safety & Security manager to operate his nominated service vehicle/s on the Foskor site. (Forms will be provided)

ii. Obtain a certificate of fitness from the Foskor Light Vehicle maintenance workshop supervisor or appointed Foskor inspector for his nominated service vehicle/s. Inspections conducted daily between 08:00 and 08:30 and between 13:30 and 14:00 (Excluding Fridays) at the Light Vehicle Maintenance workshop.

iii. Submit the above permission and COF in at the main security office for issue of a vehicle access disk.

c) Ensure that his service vehicles have been inspected (Daily) in accordance with the Foskor standard (COP 59) to ensure that they are safe and fit for use. (Forms will be provided)

d) See Foskor COP 59, Trackless Mobile Machinery for details.

8.6 Before entering and operating/working on the Foskor site the appointed service provider shall ensure that his driver/workmen are:

a) Briefed on the required task and have been informed of any abnormal conditions/situations.

b) Physically, emotionally, and mentally fit to perform their duty.

c) Issued with the necessary PPE (Personal Protective Equipment) to safely operate his service vehicles and perform the required services on mine and enroute to the waste disposal sites.

d) Before commencement of work:

i. All tools and equipment shall have been inspected and tested to be in a good and safe working order.

ii. All workmen have participated in the completion of a standard Foskor site risk assessment (Commonly known as a HIRA or Hazard Identification and Risk Assessment) and taken appropriate actions to mitigate any identified hazards.

8.7 Before entering and operating/working on the Foskor site the appointed service provider shall ensure that his portable electrical equipment has been tested and declared safe to use by the Foskor electrical services workshop.

8.8 Before accessing overhead cranes and/or vehicle post lifts whereupon work is to be conducted, the equipment shall be locked out at the power source. The lock shall be marked and tagged. The tag shall contain the service providers business name, employee name responsible for lock and contact numbers. See Foskor COP 53, Lock-out system, and usage for details.

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

9. PERMIT TO WORK

Before any on-site work under this contract may commence, the appointed or successful service provider shall obtain from Foskor a PERMIT TO WORK. The following guidelines are provided in order to assist the appointed service provider in obtaining a PERMIT TO WORK. (See Foskor COP 28, Permit to work and COP 25, Service provider control for details):

9.1 The PERMIT TO WORK can be obtained from- and on completion returned to the Legal Administrator, Foskor Safety department.

9.2 Obtain a contract or order number from the Foskor procurement department.

9.3 Provide a name list, including ID numbers, residential and postal addresses, and telephone numbers of all the appointed service providers' on-site employees.

9.4 All the appointed service providers' on-site employees shall undergo a full medical examination at the Foskor on-site Clinic. The clinic can be contacted at 015 789 2427 for an appointment.

9.5 (NOTE: All NEW- and Employees LEAVING the service of the appointed service provider must undergo an entry or exit medical examination)

9.6 The appointed service providers designated on-site drivers shall receive competence testing and authorisation to operate vehicles on the Foskor site (See item 5 under the heading LEGISLATIVE REQUIREMENTS).

9.7 All the appointed service providers' employees shall receive/have received training in:

a) - First aid level 1 (Provide own training)

- Working at heights (Provide own training)

- Basic Health & Safety Principles (Provide own training)

- HIRA (Provide own training)
- Basic firefighting. (Provide own- or receive Foskor training, contact 015 789 2531 to book)
- Lock out. (Provide own- or receive Foskor training, contact 015 789 2531 to book)

b) All training not provided by Foskor must be verified by the Foskor training superintendent Mr. Johan Fouche. Please contact him on 015 7789 2525 to make an appointment or alternatively email proof of training and certificates to johanfo@foskor.co.za to confirm compliance before requesting his approval on the PERMIT TO WORK.

9.8 All the appointed service providers' on-site employees shall receive the basic Foskor site induction training at the Foskor Security office.

9.9 All the appointed service providers' on-site employees shall receive site specific induction training provided by the Foskor area Regulation 2.6.1 appointee/s.

9.10 A HIRA (Hazard Identification and Risk Assessment) shall be completed for ALL "typical" tasks that will be completed under this contract. HIRA's to be signed by all service provider employees. Make use of Foskor's own HIRA document, Annexure 1.2, contained in of COP 1, Foskor risk management (Available on request)

9.11 Attach a detailed SCOPE OF WORK describing the required task and -outcome of this contract.

9.12 All Foskor's appointed MHSA Regulation 2.9.2, 2.6.1, 2.13.1 and 3.1.a managers must undersign/approve the PERMIT TO WORK.

9.13 Registration and proof of payment under the Compensation for Occupational Injuries and Diseases Act, no. 130 of 1993. Registration number must be provided.

9.14 All relevant documentation and/or evidence of compliance must be attached to the PERMIT TO WORK.

9.15 Upon successful completion and approval of the PERMIT TO WORK the security department will issue the appointed service providers' employees with access ID cards valid for 12 months.

9.16 Any other documents, certificates or records as requested by a Foskor official deemed necessary to ensure that all safety, legislative and administrative requirements have been met must be attached to the PERMIT TO WORK.

9.17 The appointed service provider must allow at least three to ten working days to complete all the PERMIT TO WORK requirements.

10. SAFETY FILE

Before any work may commence, the appointed service provider must, IN CONJUNCTION WITH THE FOSKOR SAFETY DEPARTMENT, compile a SAFETY FILE specifically for THIS contract. Contact the area responsible safety representative or attend the monthly service providers meeting every 2nd Monday of the month (3rd Monday if 1st or 2nd Monday a public holiday) at 13:30 in the Foskor Plant Training Hall).

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

11. PRICING SCHEDULE

Item Nos	Description			Total cost per year		
		Cost per trip/ call out	Cost per month (2 call outs)	Year 1	Year 2	Year 3
1	Travel from office to Foskor mine (Ba-Phalaborwa Local Municipality)					
	Total cost for travel for 3 years	R				
		Year 1	Year 2	Year 3		
2	Medical surveillance/ certificate for the service provider					
3	Equipment and tools for snakes (once off)	R				
4	Equipment and tools for bees (once off)	R				
5	PPE (snakes/ bees and dead animals) once off	R				
	Total Cost Medical, Equipment and PPE for 3 years	R				
		Cost per call out/ removal	Cost per month (2 call outs)	Year 1	Year 2	Year 3
6	Snakes					
7	Bees					
8	Dead animals (Baboons, monkeys, antelopes, etc.)					

9	Other (specify)					
	a)					
	b)					
	c)					
	d)					
	e)					
	Total cost for 3 years	R				
	Grand Total for the project for 3 years		R			

12. MANDATORY REQUIRMENTS/ PRE-QUALIFICATION CRITERIA

Bid submission not meeting the mandatory requirement will result in the bid being disqualified.

No	*Mandatory Requirement*	**Comments**
1	Local Service Provider (Ba-Phalaborwa Local Municipality)	Submit proof of business physical address
2	Registration and proof of payment under the Compensation for Occupational Injuries and Diseases Act, no. 130 of 1993. Registration number must be provided	Submit Valid letter of good standing (COIDA)
3	Formal Training on snake catching and bee removal	Provide proof of training (certificates)

13. EVALUATION CRITERIA AND BID ASSESSMENT

As part of the process to assist with the evaluation of the bidder's proposal/quotation and to make an informed decision in the awarding of this contract, the following information is required:

Technical Evaluation

	MEASUREMENT CRITERIA	**Criteria scoring (%)**	**Score (%)**	**Type of proof to be submitted.**
1	Company- Previous experience in snake catching and bee removal services?	No experience 0% 1- 3 years combined experience = 10% >4 years combined experience = 25%	25%	Give reference list of projects, with values and contact numbers for verification
2	List three similar/same contracts awarded in the past Provide the following information/details: a) Brief description of the contract type b) Address/ site of the contract c) Name and telephone/ cell number of clear contact person	No previous projects = 0% 3- 4 Projects = 10% >4 projects = 25%	25%	Confirmation letter from the companies indicating the type of work done and the dates or duration of the contract
3	Company – Ability to satisfy technical requirements – Equipment, tools of trade	None= 0% Submitted = 25%	25%	List of equipment to be used,
4	Understanding of the project- The whole method statement should provide with clearer step by step and details of the method to be used for snake catching and bee removal	Methodology not submitted = 0% Methodology submitted = 25%	25%	Provide detailed method statement
For the bid to be considered for shortlisting, the bidder needs to score 70% and above and comply to all mandatory requirements				

TAKE NOTE:

1) **Any bidder/service provider that fails to comply or to provide/include/supply requested information and/or copies of all requested supporting certificates and documents will result in a reduced evaluation score that could adversely affect the bidder/service providers chance of being awarded this contract/order.**
2) **Any MANDATORY REQUIREMENT not met will result in immediate rejection of bid/quotation.**
3) **Any bid/quotation with an evaluation score of less than 70% will not be considered.**

TECHNICAL:
Michael Radzilani
Tel: (015) 789 2393
Cell: 0605266608
Email: michaelpr@foskor.co.za

COMMERCIAL:
Daleen Kruger
Tel: (011) 347 0660
Cell: 0744552238
Email: daleenk@foskor.co.za

BIDDER: ______________________ ______________________ ______________

SIGNATURE **DESIGNATION** **DATE**

COMPANY STAMP

STANDARD TERMS AND CONDITIONS FOR THE PROVISION OF GOODS AND SERVICES

1. Parties

1.1 **FOSKOR PROPRIETARY LIMITED** (registration number 1951/002918/07), a private company duly incorporated under the laws of South Africa ("**Foskor**"); and

1.2 **[●]** (registration number **[●]**), a private company duly incorporated under the laws of [South Africa] ("**Contractor**"),

(collectively, the "**Parties**").

2. Introduction

The Contractor binds itself and undertakes to perform the services and/or deliver the goods as further detailed in the scope of work and/or the Letter of Award, attached hereto, marked [ ]subject to the terms and conditions set out in this Agreement.

3. Definitions

For purposes of this clause 3, the following terms have the meanings set forth below:

3.1 "**Agreement**" means these standard terms and conditions entered into between Foskor and the Contractor;

3.2 "**Applicable Law**" means all relevant legislation, statutes, regulations, directives, orders, notices, promulgations and other decrees of any authority in South Africa, which have force of law or which it would be an offence not to obey, each as amended, replaced, re-enacted, restated or re-interpreted from time to time and shall include any trade, economic or financial sanctions laws or regulations or other restrictions enforced, imposed and administered from time to time by a sanctions authority (European Union, United Nations, Council of Europe, Governments of USA and UK and their agencies;

3.3 "**Affiliated Persons**" means the Contractor's officers, directors, employees, and/or agents, and/or any of its shareholders (and any other company Controlled by such shareholder), principals or owners acting on its behalf or in its interests;

3.4 "**Business Day**" means any day other than a Saturday, Sunday or gazetted national public holiday in South Africa;

3.5 "**Control**" has the meaning given to it in section 2 of the Companies Act No 71 of 2008 as amended;

3.6 "**Government Official**" means an officer, employee, agent or representative of any governmental authority, including a department or agency of any government or a government-owned or controlled entity, a candidate for political office, a political party, any official of a political party, any state-owned enterprise, social or public organization, or any member of a Government Official's immediate family. Examples of Government Officials include police officers, persons responsible for issuing official permits or licenses, health inspectors, labour/employment authorities, and employees of companies or entities owned by the government such as oil companies, the news media, transportation entities, hospitals, schools and universities;

3.7 "**Key Personnel**" means those personnel of the Contractor identified as key personnel in the Letter of Award whose removal or replacement requires Foskor's prior written consent;

3.8 "**Letter of Award**" means the letter of award issued by Foskor to the Contractor (and accepted by the Contractor) confirming the award of the contract for the supply of goods and/or the rendering of services on the terms and conditions set out in that letter of award and which may list essential terms which shall be incorporated into this Agreement;

3.9 "**Liquidated Damages**" means the predetermined amount of damages payable by the Contractor to Foskor for delay in performance or other specified breaches, as set out in the RFP and/or Letter of Award;

3.10 "**Performance Security**" means a bank guarantee, performance bond, or other security instrument in a form acceptable to Foskor, issued by a financial institution acceptable to Foskor, to secure the Contractor's performance of its obligations under this Agreement;

3.11 "**Personal Information**" has the meaning given to it in the POPIA;

3.12 "**Policies**" means Foskor policies relating to procurement, anti-corruption, health and safety, and supplier integrity matters, as amended from time to time as further set out in Annexure [ ] of this Agreement;

3.13 "**POPIA**" means the Protection of Personal Information Act, 4 of 2013, as amended;

3.14 "**RFP**" means a Request for Proposal issued for a competitive tender process initiated by Foskor pursuant to which this Agreement is awarded;

3.15 "**Signature Date**" means the last date on which this Agreement has been signed by each Party;

3.16 "**VAT**" means value-added tax levied in terms of the VAT Act; and

3.17 "**VAT Act**" means the Value-added Tax Act, 89 of1991.

4. Specifications, quality requirements and warranty

4.1 The Contractor warrants and represents to Foskor that it shall in all respects comply with Foskor's requirements in respect of the services to be rendered / goods to be delivered in terms of the RFP and/or the Letter of Award.

4.2 The Contractor warrants further that if it is found by Foskor that the services to be rendered / goods to be delivered or any part thereof is defective and / or not in accordance with the agreed requirements and/or specifications, then the Contractor shall rectify the position at its own cost and expense without recourse to Foskor.

5. Performance Security

5.1 The Contractor shall on or before the Signature Date, provide confirmation of the Performance Security being available and maintain the Performance Security in the amount of [●]% of the total contract value as security for the due and faithful performance of the Contractor's obligations under this Agreement.

5.2 The Performance Security shall remain in full force and effect until [90] days after completion of all the Contractor's obligations under this Agreement, or until such earlier time as Foskor may agree in writing to its release.

5.3 Foskor may call upon the Performance Security in the event of any breach by the Contractor of its obligations under this Agreement, including but not limited to delays in performance, defective work, or failure to remedy defects within a pre-agreed time period of [ ].

6. **Liquidated Damages**

6.1 Without prejudice to any other rights or remedies available to Foskor, the Contractor shall pay Liquidated Damages to Foskor for any delay in performance, poor performance or other specified breaches as set out in this Agreement.

6.2 The payment of Liquidated Damages shall not relieve the Contractor from its obligation to complete performance or from any other obligations under this Agreement.

7. General warranties

7.1 The Contractor warrants to Foskor as at the Signature Date and for the duration of this Agreement that:

7.1.1 it is a company, duly incorporated under the laws of South Africa and that it has the power to own its assets and carry on its business as it is being conducted;

7.1.2 it has the power and has taken all necessary corporate action to authorise the entry into, performance and delivery of this Agreement and the transaction contemplated herein;

7.1.3 the Agreement constitutes legal, valid and binding obligations;

7.1.4 it shall comply with all Applicable Law/s and Policies; and

7.1.5 it shall obtain and maintain all relevant permits, licences and other approvals or authorisations necessary for the supply and delivery of the Goods or any other obligations;

7.2 Foskor warrants to the Supplier at the Signature Date and for the duration of this Agreement that:

7.2.1 it is a company, duly incorporated under the laws of South Africa and that it has the power to own its assets and carry on its business as it is being conducted;

7.2.2 it has the power and has taken all necessary corporate action to authorise the entry into, performance and delivery of this Agreement and the transaction contemplated herein;

7.2.3 the Agreement constitutes legal, valid and binding obligations; and

7.2.4 it shall comply with all Applicable Law/s.

7.3 Each warranty is:

7.3.1 a material representation of fact inducing the relevant Party to enter into this Agreement;

7.3.2 a continuing representation and warranty and shall survive the termination of this Agreement; and

7.3.3 a separate warranty and in no way limited or restricted by any reference to, or inference from, the terms of any other warranty or by any other provision in this Agreement.

8. Consideration and terms of payment

8.1 The consideration payable by Foskor to the Contractor for the duration of this Agreement is set out in the Letter of Award and/or a separate pricing schedule to be annexed as Annexe [X]. The consideration may be subject to escalation and is exclusive of VAT, other applicable taxes, levies, bank charges, insurance charges, and labour costs if approved prior to issuing the Letter of Award or otherwise agreed in writing between the Parties in accordance with the Foskor governance processes.

8.2 The Contractor shall apply continuous improvement processes to the services rendered or goods supplied. If such processes reduce the Contractor's cost in rendering the services, this reduction of cost shall be applied so as to reduce the consideration payable by Foskor.

8.3 The prices the Contractor offers to Foskor shall not exceed those prices the Contractor offers to third parties for similar goods or services. If the Contractor offers prices to third Parties that are lower than those offered to Foskor for such similar services as are rendered in terms of this Agreement, then those prices, in relation to those services, shall become effective for Foskor. This means that Foskor shall always be given "most favoured customer status" by the Contractor.

8.4 The consideration shall be payable by Foskor to the Contractor 30 days after the date of statement received from the Contractor unless otherwise agreed upon between the Parties in writing.

8.5 **Payments to Contractor**

8.5.1 Any payment to the Contractor under this Agreement shall be made by electronic transfer to Contractor's bank account (confirmed in writing by the relevant bank).

8.5.2 In addition, payment shall only be made under the condition and to the extent that, in the sole discretion of Foskor:

8.5.2.1 Foskor has received a complete, accurate and comprehensive invoice from the Contractor detailing the date of service, service/goods provided and the amount;

8.5.2.2 The Contractor has furnished sufficient proof that all pre-conditions for payment have been met; and

8.5.2.3 payment is due and is legally and practically possible.

8.5.3 Foskor shall be entitled to set off against any amounts payable to the Contractor under this Agreement, against any amounts owing by the Contractor to Foskor under this Agreement or any other agreement.

8.5.4 Foskor may withhold payment of any disputed amounts pending resolution of such dispute in accordance with the dispute resolution provisions of this Agreement.

9. Delivery conditions

The subject matter of this Agreement shall be delivered by, or on behalf of the Contractor to Foskor, on the basis and according to the delivery provisions set out in the Letter of Award.

10. Term and termination

10.1 This Agreement shall be applicable for the duration of the period as set out in the Letter of Award.

10.2 Foskor may elect to terminate this Agreement, at any time, by giving the other Party 30 days written notice of its intention to terminate the Agreement.

10.3 These Terms shall automatically terminate at the expiry of the period of supply, in the event that the Agreement had not been terminated earlier pursuant to clause 10.2 above.

10.4 Foskor may terminate this Agreement immediately upon written notice to the Contractor in the event of: (a) material breach by the Contractor which is not remedied within [ten] days of written notice; (b) insolvency, liquidation, or judicial management of the Contractor; (c) failure by the Contractor to maintain required insurances; or (d) any breach of the anti-bribery and corruption provisions in clause 289.

10.5 Upon termination of this Agreement for any reason, Foskor may, at its option and at the Contractor's cost and risk, engage alternative contractors to complete any outstanding work, and the Contractor shall be liable for any additional costs incurred by Foskor.

11. Risk and ownership (if applicable)

11.1 The risk in the goods and/or services of this Agreement shall pass to Foskor upon Foskor's duly authorised representative accepting delivery and/or the rendering of the services thereof in full, in accordance with the provisions of the Letter of Award.

11.2 Ownership in the subject matter of this Agreement for the supply of goods shall, pass to and vest in Foskor upon payment of the purchase price of the goods in full by Foskor.

12. Confidential information and intellectual property rights

12.1 The Parties shall at all times during the duration of this Agreement comply with each other's security regulations and procedures.

12.2 Each Party shall retain all confidential information of the other Party (the "**disclosing Party**") in strict confidence and undertakes not to disclose such information to any third Party without the prior written consent of the disclosing Party, which consent shall not be unreasonably withheld. The term "confidential information" shall, for purposes of this Agreement, mean all information of the disclosing Party which is not generally available to the public or persons involved in the same industry as the disclosing Party.

12.3 The above provisions shall remain in effect after the expiration or termination of this Agreement.

12.4 The Contractor shall comply with all Applicable Law relating to data protection, including POPIA, and shall implement appropriate technical and organisational measures to protect any Personal Information processed in connection with this Agreement.

12.5 The Contractor shall immediately notify Foskor of any actual or suspected data breach and shall cooperate fully in any investigation or remedial action.

12.6 Upon termination of this Agreement, the Contractor shall return or securely destroy all Personal Information and confidential information of Foskor, as directed by Foskor.

12.7 The Contractor hereby indemnifies Foskor and holds it harmless against all damages, losses and/or costs which may be incurred by Foskor by virtue of the fact that Foskor has infringed the intellectual property and/or other rights of any person, as a result of the execution this Agreement by the Parties or any of them; or as a result of Foskor utilising the subject matter of this Agreement.

12.8 All work product, deliverables, inventions, discoveries, and intellectual property created, developed, or produced by the Contractor in the performance of this Agreement shall be deemed works made for hire and shall be the exclusive property of Foskor.

12.9 The Contractor warrants that it has the right to grant the rights granted herein and that the work product will not infringe any third party intellectual property rights.

13. Indemnity and liability

13.1 The Contractor shall, for the duration of this Agreement, insure itself and keep itself insured to the full extent available against its liability to its employees engaged in the execution of this Agreement.

13.2 The Contractor shall indemnify Foskor, its officers, directors, employees or agents from and against all actions, claims, demands, damages, losses, costs and expenses (including the cost of defending or settling any action, claim or demand) which may be brought or made against or suffered or incurred by Foskor, its officers, employees or agents in respect of or by reason of or arising out of the negligence or other act of the Contractor or its officers, servants, employees or agents, or any other person for whose negligence or other act Contractor is vicariously liable or in connection with the performance or breach of this Agreement.

13.3 Whilst Foskor shall bear no liability to the Contractor in terms of the provisions of this clause 134, the Contractor indemnifies Foskor, its officers, directors, employees or agents against:

13.3.1 all costs and liability arising out of, or in connection with the presence of the Contractor's representatives on or about the premises of Foskor;

13.3.2 any loss sustained by Foskor due to non-compliance with Applicable Laws;

13.3.3 all liability for their injury or death or loss or damage of whatever nature whilst carrying out their duties for any purpose contemplated in this Agreement or resulting from the misuse of and/or tampering with the subject matter of this Agreement or the incorrect interpretation of any documentation and for all loss or damage to their personal effects;

13.4 It is expressly agreed that Foskor shall not be liable to the Contractor for any loss or damage, howsoever caused to the Contractor's property and/or equipment while on Foskor's premises.

14. Insurance Requirements

14.1 The Contractor shall obtain and maintain, at its own cost, the following minimum insurance coverage: (a) public liability insurance of not less than R[●]; (b) professional indemnity insurance of not less than R[●]; (c) employer's liability insurance as required by Applicable Law; and (d) such other insurance as may be specified in Letter of Award and this Agreement.

14.2 All insurance policies shall name Foskor as an additional insured and shall contain a provision requiring [●] days' written notice to Foskor before cancellation or material change.

14.3 The Contractor shall provide certificates of insurance evidencing such coverage to Foskor prior to commencement of work and annually thereafter.

15. Force *majeure*

15.1 Neither Party shall be responsible for, or liable for any delay or non-performance of its obligations under this Agreement, directly caused by or resulting from:

15.1.1 major accident, fire or flood;

15.1.2 sabotage or any officially declared state of emergency;

15.1.3 embargoes, boycotts, strikes, lockouts, combination of workmen;

15.1.4 non-availability of transport facilities; and

15.1.5 restrictions imposed by any government or governmental authority; or without limitation, any other cause of a force *majeure* nature beyond the reasonable control of the Parties, which prevents any performance in terms of this Agreement.

15.2 Any Party affected by any of the conditions referred to in clause 15.1 above shall give the other Party written notice of the existence of such condition within [**2**] days of its existence being discovered.

15.3 Neither Party shall be entitled to rely on the provisions of clause 15.1 above unless it has given notice as envisaged in clause 15.2 above.

15.4 In the event of the *force majeure* situation continuing for a period of more than [**30**] consecutive days after the giving of the notice referred to in clause 15.2 above, either the Contractor or Foskor shall be entitled to terminate this Agreement by giving written notice to that effect to the other Party in which event neither Party shall be liable to the other for damages as a result of the *force majeure*.

16. Assignment and subcontractors

16.1 The rights and obligations of the Contractor in terms of this Agreement and all related contracts shall not be ceded, assigned, delegated, sublet, relinquished or transferred, by the Contractor, to any person without the prior written consent of Foskor.

16.2 During the term of this Agreement, direct or indirect control in the Contractor shall not be transferred without the prior written consent of Foskor, which consent shall not be unreasonably withheld. Any such transfer or allotment of members' interests or shares effected without such written consent shall constitute a material breach of the provisions of this and shall entitle Foskor to terminate this Agreement forthwith.

16.3 The Contractor shall, if so requested by Foskor, timeously submit in writing to Foskor a list of the names of any proposed subcontractors for approval and the Contractor shall not, in such event, without the prior written approval of Foskor, enter into any subcontract with any person for the execution of a contract or any part thereof or for the manufacture or supply of the materials or the rendering of services which shall be used in the execution of this Agreement other than the subcontractors who are named in the list which has been approved by Foskor.

16.4 The non-performance or partial performance or partial non-performance of a subcontractor, shall not in any manner detract from, or lessen the Contractor's liability for satisfactory performance to Foskor and the Contractor shall enforce such action or remedies against such subcontractors as Foskor may direct.

16.5 All requirements of this Agreement and of individual contracts shall be incorporated by the Contractor in all related subcontracts.

16.6 Foskor reserves the right to audit and/or witness any activity relating to a contract performed either on the premises of the Contractor or any of his subcontractors.

17. Key Personnel

17.1 The Contractor shall not remove or replace any Key Personnel without the prior written consent of Foskor, which consent shall not be unreasonably withheld.

17.2 Any replacement Key Personnel must have qualifications and experience at least equivalent to those being replaced and must be approved by Foskor in writing before commencement of work.

18. **Audit Rights**

18.1 Foskor shall have the right, upon reasonable notice, to audit the Contractor's performance, financial records, and compliance with this Agreement, either directly or through appointed third parties bound by confidentiality obligations.

18.2 The Contractor shall provide full cooperation and access to all relevant records, personnel, and facilities as reasonably required for such audits.

19. **Health, Safety and Environmental Compliance**

19.1 The Contractor shall comply with all Applicable Law and Policies relating to health, safety, and environmental protection, and shall ensure that all its personnel are appropriately trained and equipped.

19.2 The Contractor shall immediately report any health, safety, or environmental incidents to Foskor and shall cooperate fully in any investigation.

20. Independent contractor

20.1 The Contractor's relationship to Foskor shall be that of an independent contractor. Personnel supplied by the Contractor hereunder shall be deemed employees of the Contractor and shall not for any purpose be considered employees or agents of Foskor. The Contractor assumes full responsibility for the actions of such personnel while performing services under this Agreement and shall solely be responsible for their supervision, daily direction and control, payment of salary, worker's benefits and the like. The Contractor's supervisors and/or management shall resolve all performance and personnel matters of the Contractor's employees.

20.2 The Contractor shall ensure that its employees while performing services under this Agreement are insured with the relevant liability insurance, in accordance with the applicable legal provisions.

20.3 Nothing contained in this Agreement shall be construed as granting to the Contractor or any personnel of the Contractor rights under any Foskor benefit plan.

21. Contractor's employees

21.1 Prior to the Contractor's assignment of any personnel to perform work hereunder, the Contractor agrees to take appropriate preventive steps to ensure that such personnel shall not engage in inappropriate conduct while on Foskor's premises. Inappropriate conduct shall include, but shall not be limited to:

21.1.1 being under the influence of or affected by alcohol, illegal drugs or controlled substances, the manufacture, use, distribution, sales or possession of alcohol, illegal drugs or any other controlled substances, except for approved medical purposes;

21.1.2 the possession of weapons of any sort;

21.1.3 harassment, threats or violent behaviour; and

21.1.4 fraudulent, collusive or dishonest dealings of any nature.

21.2 In the event of any behaviour deemed by Foskor to be inappropriate (including but not limited to those examples set out in clause 21.1 above), Foskor shall be entitled to elect to:

21.2.1 terminate the Agreement with immediate effect;

21.2.2 institute disciplinary proceedings against the Contractor, which may result in the Contractor being restricted from doing business with Foskor or the State generally for a period of up to 10 (ten) years;

21.2.3 institute a temporary restriction on new contracts being implemented with the Contractor while any disciplinary proceedings are ongoing; and/or

21.2.4 direct that the Contractor remove any specified employee or employees of the Contractor from Foskor's premises and to direct that such employee shall not be re-assigned to Foskor's premises.

22. Gifts and gratuities

The Contractor shall not give or offer any gifts or gratuities of any type to Foskor employees or members of their families, except promotional material and other items of value up to a maximum of (R500 (five hundred rand)).

23. Governing law and jurisdiction

23.1 This Agreement shall in all respects be subject to the provisions of the law of the Republic of South Africa and shall be interpreted and enforced in terms of that law.

23.2 The Contractor hereby subjects itself to the provisions of clause 23 and consents and submits itself to the non-exclusive jurisdiction of such arbitration and / or other court within the Republic of South Africa which may otherwise in terms of South African law be competent to adjudicate on any particular matter arising from this Agreement.

24. Arbitration

24.1 Save in respect of those provisions of this Agreement which provide for their own remedies which would be incompatible with arbitration, in the event of any dispute arising at any time between the Parties which cannot be resolved amicably or by means of mediation in regard to:

24.1.1 the formation or existence this Agreement;

24.1.2 the implementation of this Agreement;

24.1.3 the interpretation of this Agreement;

24.1.4 the effect of their respective rights or obligations in terms of this Agreement; and

24.1.5 a breach of, a determination of, any matter arising out of, the termination or purported termination of, or the rectification or proposed rectification of this Agreement;

then the dispute may be referred to and be determined by arbitration in terms of this clause 24 and be finally settled in accordance with the Commercial Arbitration Rules of the Arbitration Foundation of Southern Africa ("**AFSA**") without recourse to the ordinary courts of law.

24.2 This clause shall not preclude any Party from obtaining interim relief by way of motion proceedings from a court of competent jurisdiction pending the decision of the arbitrator.

24.3 Each such arbitration shall be held in Johannesburg, in accordance with the formalities and procedures settled by the arbitrator, which may be in an informal summary manner without any pleadings or discovery of documents and without it being necessary to observe strict rules of evidence, unless otherwise provided under the provisions of the Arbitration Act 42 of 1965; and forthwith with a view to the Agreement being terminated within [20] days from the date on which the dispute is referred to the arbitrator.

24.4 The Parties shall agree on the arbitrator who shall be an attorney or advocate (with at least [10] years' experience in commercial legal practice) on the panel of arbitrators of AFSA. If agreement is not reached within [15] Business Days after any Party calls in writing for such agreement, the arbitrator shall be an attorney or advocate (with at least [10] years' experience in commercial legal practice) nominated by the Registrar of AFSA for the time being.

24.5 The Parties hereby agree that the decision of the arbitrator in such arbitration proceedings shall be final and binding on them and may be made an order of court.

24.6 The provisions of clauses 24 and25 are severable from the rest of these this Agreement and shall remain in effect even after this Agreement is terminated for any reason.

24.7 Notwithstanding the provisions of this clause each Party shall retain the right to notify the other Party that it has declared a dispute and that it elects to have that dispute adjudicated by the High Court of South Africa (Gauteng, Local Division) ("**High Court**"), in such an event, such a Party shall not be precluded from submitting such a dispute to the High Court.

25. Breach

25.1 In the event of either Party to this Agreement failing to comply with its obligations in terms of this Agreement and remaining in such breach for a period of [14] days after a written notice requiring it to remedy such a breach has been served on it by or on behalf of the aggrieved Party, then and in that event, without derogating from any other remedy which it may lawfully have and without further notice, the aggrieved Party shall be entitled to:

25.1.1 terminate the Agreement forthwith and institute action against the defaulting Party for the recovery of damages which the aggrieved party may have suffered as a result of such breach; or

25.1.2 institute action for the specific performance of the terms of this Agreement and/or the recovery of damages which the aggrieved party may have suffered.

25.2 Should the Contractor be placed in provisional or final liquidation or provisional or final judicial management (either voluntarily or compulsorily) or, being an individual, be provisionally or finally sequestrated, then in such event it, or he, shall be deemed to have breached this Agreement and Foskor shall have the rights referred to in clause 25.1 save that it shall not be necessary for Foskor to give the Contractor any written notice as contemplated therein.

25.3 No indulgence which either Party may allow at any time whatsoever to the other Party in regard to the carrying out of any of the terms and conditions of this Agreement shall:

25.3.1 constitute a waiver of; or

25.3.2 prejudice its rights under this Agreement.

26. Exclusion of other terms and conditions

26.1 This Agreement replaces all negotiations, arrangements, whether oral or in writing, as well as any other communications between the Parties which preceded the conclusion of this Agreement, with the exception of any RFP and bid submitted by the Contractor which resulted in this Agreement being concluded.

26.2 No alteration or variation of this Agreement shall be of any force or effect unless such alteration or variation is reduced to writing and signed by both Parties.

26.3 This Agreement, its annexures (if any) and any RFP, bid submitted in response to the RFP, and/or Letter of Award in connection with this Agreement shall constitute the entire Agreement between the Parties.

27. Addresses

27.1 The Parties hereby choose as their respective *domicilia citandi et executandi* for purposes of any notices or process in terms of this Agreement, the following addresses:

27.1.1 in the case of Foskor to:

address : Hertford Office Park, Building K
2nd Floor
90 Bekker Road
Vorna Valley
Midrand
Gauteng
email : roganim@foskor.co.za

and marked for the attention of Ms Rogani Moodley (Vice President – Legal, Risk and Compliance)

27.1.2 in the case of [Contractor] to:

address : [●]
[●]
[●]

email : [●]

and marked for the attention of [●]

28. Conflict of interest/bribery

28.1 **Compliance with Applicable Laws**

28.1.1 The Parties hereby confirm that they are aware of the Applicable Laws, and, in connection with the activities of the Parties related to these this Agreement.

28.1.2 The Contractor hereby commits to strict compliance with such Applicable Laws, Policies and makes the following representations and warranties as of the date of this Agreement and for the duration of this Agreement in connection with its activities related to this Agreement, the Contractor, for itself and on behalf of its Affiliated Persons, represents warrants and covenants that:

28.1.2.1 it and its Affiliated Persons are solely responsible for complying, have to their best knowledge complied, and shall comply, with Applicable Laws and have to their best knowledge, not taken and shall not take or fail to take any action, which act or omission would subject Foskor to liability under Applicable Laws;

28.1.2.2 neither it nor any of its Affiliated Persons has, to its or their best knowledge, offered, paid, given or loaned or promised to pay, give or loan, or shall offer, pay, give or loan or promise to pay, give or loan, directly or indirectly, money or any other thing of value to or for the benefit of any Government Official, for the purposes of corruptly (i) influencing any act or decision of such Government Official in his official capacity, (ii) inducing such Government Official to do or omit to do any act in violation of his lawful duty, (iii) securing any improper advantage or (iv) inducing such Government Official to use his influence with an entity government to affect or influence any act or decision of that entity government, in each instance to direct business to the Contractor or Foskor;

28.1.2.3 in case it or any of its Affiliated Persons is or shall become a government entity or a Government Official whose official duties include decisions to direct business to the Contractor, or Foskor or its affiliated companies, or to supervise, or otherwise control or direct the actions of, Government Officials who are in a position to direct business to the Contractor or Foskor or its affiliated companies, the Contractor or the respective Affiliated Persons shall ensure that conflicts of interest shall be excluded and shall inform Foskor without undue delay, about the measures taken; and

28.1.2.4 it shall assist and cooperate fully with the efforts of Foskor to comply with Applicable Laws. In particular, the Contractor shall keep accurate books and records and the Contractor shall immediately notify Foskor of any information that bribes or other improper payments are being requested, made, or offered in connection with this Agreement. Upon request of Foskor, the Contractor shall make those records which are necessary for Foskor to verify the Contractor's compliance with the Applicable Laws relating to this Agreement, available to a sworn auditor who is obligated to observe secrecy and selected by Foskor. If such auditor notices any failure by the Contractor to comply with the Applicable Laws, the Contractor agrees that the auditor may disclose information relating to the Contractor's failure to Foskor and, to the extent required by a legal demand by a competent court of law or government body, to third Parties.

28.1.3 In no event shall Foskor be obligated to the Contractor under or in connection with this Agreement to act, or refrain from acting, if Foskor believes that such act or omission would cause Foskor to be in violation of Applicable Laws. In no event shall Foskor be liable to Contractor for any act or omission which Foskor believes is necessary to comply with Applicable Laws.

28.1.4 If the Contractor or any of its Affiliated Persons breaches any of the representations, warranties or covenants in this clause, each of which is deemed to be material and continuously made throughout the term of this Agreement, then, in addition to any other rights Foskor may have under this Agreement, Foskor may:

28.1.4.1 institute disciplinary proceedings against the Contractor, which may result in the Contractor being restricted from doing business with Foskor and/or with the State for up to 10 (ten) years;

28.1.4.2 apply a temporary restriction on new contracts being awarded to the Contractor while any such disciplinary proceedings are ongoing;

28.1.4.3 declare a forfeit of any unpaid amounts owing to Contractor and shall be entitled to repayment of any amounts paid or credited to Contractor, in each case, which are prohibited by Applicable Laws; (i) terminate this Agreement; and (ii) claim from the Contractor:

28.1.4.3.1 all claims, penalties, fines, judgments or administrative actions made, imposed, rendered or taken against an indemnitee with respect to that matter, and all settlements to resolve an indemnitee's alleged liability for that matter;

28.1.4.3.2 all reasonable costs and expenses (including the fees and disbursements of counsel or other advisors) incurred by an indemnitee in assessing and defending against any alleged liability which would, if successfully asserted, be indemnifiable under clause 28.1; and

28.1.4.3.3 all losses and direct damages incurred by an indemnitee by reason of that matter.

28.1.5 Pursuant to clause 28.1.4.3, the Contractor shall, upon first written request by Foskor, indemnify and hold harmless Foskor in regard to any and all cost and claims brought forward against Foskor arising out of any failure of the Contractor to comply with its representations, warranties and covenants of this clause 28.1.

[*Signature page follows*]

Signed at on 2025

Witness for **FOSKOR PROPRIETARY LIMITED**

1. ....
duly authorised and warranting such authority

2. ....

Signed at on 2025

Witness for [**CONTRACTOR]**

1. ....
duly authorised and warranting such authority

2. ....

ANNEXURE A – FOSKOR POLICIES

GENERAL BID CONDITIONS

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1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Foskor RFP or RFQ;

1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;

1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;

1.4 **Goods** shall mean the goods required by Foskor as specified in its Bid Document;

1.5 **Parties** shall mean Foskor and the Respondents to a Bid Document;

1.6 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;

1.7 **RFP** shall mean Request for Proposal;

1.8 **RFQ** shall mean Request for Quotation;

1.9 **RFX** shall mean RFP or RFQ, as the case may be;

1.10 **Services** shall mean the services required by Foskor as specified in its Bid Document;

1.11 **Service Provider or Supplier** shall mean the successful Respondent;

1.12 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;

1.13 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Foskor and are to be strictly adhered to by any Respondent to this RFX.

3 SUBMITTING OF BID DOCUMENTS

3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Foskor no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.

3.2 The Bid Documents must be completed in their entirety and Respondents are required to complete their Bid submissions legibly in non-erasable ink.

3.3 Bids shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Documents with the Bid number and subject marked on the front of the envelope.

3.4 The Respondent's return address must be stated on the reverse side of the sealed envelope.

4 USE OF BID FORMS

4.1 Where special forms and/or formats are issued by Foskor for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and/or formats and not in other forms and/or formats or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.

4.2 Respondents must note that the original Bid forms and/or formats must be completed for submission and not a reprocessed copy or other format thereof.

4.3 Only if insufficient space has been allocated to a particular response may a Respondent submit additional information under separate cover using the Company's letterhead. This must be duly cross-referenced in the RFX.

5 VALIDITY PERIOD

5.1 The Respondents must hold their Bid valid for acceptance by Foskor at any time within the requested validity period after the closing date of the bid.

5.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change/s is as a direct and unavoidable consequence of Foskor's extension of the validity period.

6 SITE VISITS / BRIEFING SESSIONS

Respondents may be requested to attend a site visit or briefing session where it is necessary to view the site in order to prepare their Bids, or where Foskor deems it necessary to provide Respondents with further information to allow them to complete their Bids properly. Where such visits or sessions are indicated as compulsory in the RFX Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

7 CLARIFICATION BEFORE THE CLOSING DATE

Should clarification be required on any aspect of the Bid before the closing date, the Respondent must direct such queries to the contact person listed in the RFX Document in the stipulated manner.

8 COMMUNICATION AFTER THE CLOSING DATE

After the closing date of a Bid (i.e. during the evaluation period) the Respondent may only communicate with the General Manager Procurement.

9 UNAUTHORISED COMMUNICATION ABOUT BIDS

Where Bids are submitted to the General Manager, Procurement Respondents may at any time communicate with the General Manager on any matter relating to its Bid but, in the absence of written authority from the General Manager, no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or official of Foskor during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

10 POST TENDER NEGOTIATIONS

Foskor reserves the right to conduct post tender negotiations with the preferred bidder or a shortlist of preferred bidders. Should Foskor decide to conduct post tender negotiations, bidders will be requested to provide their best and final offers to Foskor based on such negotiations. A final evaluation will be conducted in terms of 80/20 or 90/10 (whichever is applicable) and the contract will be negotiated and awarded to the successful bidder(s).

11 RETURNABLE DOCUMENTS

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

12 DEFAULTS BY RESPONDENTS

If the Respondent, after it has been notified of the acceptance of its Bid fails to:

12.1 enter into a formal contract when called upon to do so within such period as Foskor may specify; or

12.2 accept an order in terms of the Bid;

12.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or

12.4 comply with any condition imposed by Foskor,

Foskor may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Foskor in calling for new offers or in accepting a less favourable offer.

13 CURRENCY

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [**ZAR**], save to the extent specifically permitted in the RFP.

14 PRICES SUBJECT TO CONFIRMATION

14.1 Prices which are quoted subject to confirmation will not be considered.

14.2 Firm prices quoted for the duration of any resulting order and/or contract will receive precedence over prices which are subject to fluctuation if this is in Foskor's best interests.

15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

16 EXCHANGE AND REMITTANCE

16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Foskor shall, if requested to do so by the Supplier/Service Provider, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.

16.2 It is Foskor's preference to enter into Rand-based agreements. Foskor would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Foskor to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.

16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.

16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.

16.5 Foskor will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods/Services were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.

16.6 Foskor reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

17 ACCEPTANCE OF BID

17.1 Foskor does not bind itself to accept the lowest priced or any Bid.

17.2 Foskor reserves the right to accept any Bid in whole or in part.

17.3 Upon the acceptance of a Bid by Foskor, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.

17.4 Where the Respondent has been informed by Foskor of the acceptance of its Bid, the acknowledgement of receipt transmitted shall be regarded as proof of delivery to the Respondent.

18 NOTICE TO UNSUCCESSFUL RESPONDENTS

18.1 Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents must be informed of the name of the successful Respondent and of the reason as to why their Bids had been unsuccessful.

19 TERMS AND CONDITIONS OF CONTRACT

19.1 The Supplier/Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.

19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on a company letterhead. Any such submission shall be subject to review by Foskor's Legal Counsel who shall determine whether the proposed amendments /alternative(s) are acceptable or otherwise, as the case may be.

20 CONTRACT DOCUMENTS

20.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.

20.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Foskor's letter of acceptance / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.

20.3 Should Foskor inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Foskor's Letter of Acceptance/Intent, shall constitute a binding contract until the final contract is signed.

21 LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid 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. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

22 IDENTIFICATION

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

23 RESPONDENT'S SAMPLES

23.1 If samples are required from Respondents, such samples shall be suitably marked with the Respondent's name and address, the Bid number and the Bid item number and must be despatched in time to reach the addressee as stipulated in the Bid Documents on or before the closing date of the Bid. Failure to submit samples by the due date may result in the rejection of a Bid.

23.2 Foskor reserves the right to retain samples furnished by Respondents in compliance with Bid conditions.

23.3 Payment will not be made for a successful Respondent's samples that may be retained by Foskor for the purpose of checking the quality and workmanship of Goods/Services delivered in execution of a contract.

23.4 If Foskor does not wish to retain unsuccessful Respondents' samples and the Respondents require their return, such samples may be collected by the Respondents at their own risk and cost.

24 SECURITIES

24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Foskor for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.

24.2 The security may be applied in whole or part at the discretion of Foskor to make good any loss or damage which Foskor may incur in consequence of a breach of the contract or any part thereof.

24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.

24.4 Additional costs incurred by Foskor necessitated by reason of default on the part of the Supplier/Service Provider in relation to the conditions of this clause 24 will be for the account of the Supplier/Service Provider.

25 PRICE AND DELIVERY BASIS FOR GOODS

25.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [ICC Incoterms 2010] price basis in accordance with the terms and at the delivery point or points specified in Foskor's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.

25.2 Respondents must furnish their Bid prices in the Price Schedule of the Bid Documents on the following basis:

a) Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.

b) Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [ICC Incoterms 2010] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

26 EXPORT LICENCE

The award of a Bid for Goods to be imported may be subject to the issue of an export licence in the country of origin or supply. If required, the Supplier/Service Provider’s manufacturer or forwarding agent shall be required to apply for such licence.

27 QUALITY OF MATERIAL

Unless otherwise stipulated, the Goods offered shall be NEW i.e. in unused condition, neither second-hand nor reconditioned.

28 DELETION OF ITEMS EXCLUDED FROM BID

The Respondent must delete items for which it has not tendered or for which the price has been included elsewhere in its Bid.

29 VALUE-ADDED TAX

29.1 In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held or already in transit to South Africa, the prices quoted by the Respondent are to be exclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.

29.2 In respect of foreign Services rendered:

a) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and

b) the Service Provider’s Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

30 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

30.1 Method of Payment

a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.

b) However, in addition to the aforegoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.

c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.

d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 30.1 (a) above. Failure to comply with clause 30.1 (a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Supplier/Service Provider**] shall, where applicable, be required to furnish a guarantee covering any advance payments.

30.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated as from the date of receipt by Foskor of the Supplier/Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects as referred to in the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documentation.

31 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

31.1 Contract Quantities

a) It must be clearly understood that although Foskor does not bind itself to purchase a definitive quantity under any contract which may be entered into pursuant to this Bid, the successful Respondent nevertheless undertakes to supply against the contract such quantities as may be ordered against the contract, which orders are posted or delivered by hand or transmitted electronically on or before the expiry date of such contract.

b) It is furthermore a condition that Foskor will not accept liability for any material/stocks specially ordered or carried by the Respondent with a view to meeting the requirements under any such contract.

c) The estimated planned quantities likely to be ordered by Foskor per annum are furnished in relevant section of the Bid Documents. For avoidance of doubt the estimated quantities are estimates and Foskor reserves the right to order only those quantities sufficient for its operational requirements.

31.2 Delivery Period

a) Period Contracts and Fixed Quantity Requirements

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

b) Progress Reports

The Supplier/Service Provider may be required to submit periodical progress reports with regard to the delivery of the Goods/Services.

c) Emergency Demands as and when required

If, due to unforeseen circumstances, supplies of the Goods/Services covered by the Bid are required at short notice for immediate delivery, the Supplier/Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Foskor reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The *Total or Partial Failure to Perform the Scope of Supply* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

32 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

32.1 Copyright

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Supplier/Service Provider for the purpose of contract work shall be governed by the Intellectual Property Rights section in the Terms and Conditions of Contract.

32.2 Drawings and specifications

In addition to what may be stated in any Bid Document, the Respondent should note that, unless notified to the contrary by Foskor or a designated official by means of an official amendment to the Bid Documents, it is required to tender for Goods/Services strictly in accordance with the drawings and/or specifications supplied by Foskor, notwithstanding that it may be aware that alterations or amendments to such drawings or specifications are contemplated by Foskor.

32.3 Respondent’s drawings

Drawings required to be submitted by the Respondent must be furnished before the closing time and date of the Bid. The non-receipt of such drawings by the appointed time may disqualify the Bid.

32.4 Foreign specifications

The Respondent quoting for Goods/Services in accordance with foreign specifications, other than British and American standards, is to submit translated copies of such specifications with the Bid. In the event of any departures or variations between the foreign specification(s) quoted in the Bid Documents, full details regarding such departures or variations must be furnished by the Respondent in a covering letter attached to the Bid. Non-compliance with this condition may result in disqualification.

33 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

33.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the Secretary of the Acquisition Council or to a designated official of Foskor according to whichever officer is specified in the Bid Documents.

33.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.

33.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.

33.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to

Foskor by the South African representative or agents authorising them to enter into and sign such contract.

a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.

b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.

c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Foskor, a certified copy thereof should be furnished.

d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi.*

33.5 If payment is to be made in South Africa, the foreign Supplier/Service Provider [i.e. the principal, or its South African agent or representative], must notify Foskor in writing whether, for payment by electronic funds transfer [EFT]:

a) funds are to be transferred to the credit of the foreign Supplier/Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or

b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

33.6 The attention of the Respondent is directed to clause 24 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

34 CONFLICT WITH ISSUED RFX DOCUMENT

34.1 Should a conflict arise between these General Bid Conditions and the issued RFX document, the conditions stated in the RFX document shall prevail.

35 DATABASE OF RESTRICTED SUPPLIERS (BLACKLISTING)

35.1 All the stipulations on Foskor’s blacklisting process as laid down in Foskor’s Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.

35.2 Blacklisting is a mechanism used to exclude a company/person from future business with Foskor and other organs of state for a specified period. On completion of the blacklisting process, the blacklisted entity’s details will be placed on National Treasury’s Database of Restricted Suppliers for the specified period of exclusion.

35.3 The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a “*prima facie*” (i.e. on the face of it) case has been established.

35.4 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Foskor may decide to terminate some or all existing contracts with the company/person as well.

35.5 A supplier/service provider or contractor to Foskor may not subcontract any portion of the contract to a blacklisted company.

35.6 Grounds for blacklisting include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:

a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;

b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;

c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;

d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;

e) has acted in a fraudulent or improper manner or in bad faith towards Foskor or any Government Department or towards any public body, Enterprise or person;

f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Foskor that:

(i) he made the statement in good faith honestly believing it to be correct; and

(ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;

g) caused Foskor damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;

h) has litigated against Foskor in bad faith.

35.7 Foskor recognizes that trust and good faith are pivotal to its relationship with its suppliers/service providers. When a dispute arises between Foskor and its supplier/service provider, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, Foskor will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

a) Vexatious proceedings. These are frivolous proceedings which have been instituted without proper grounds;

b) Perjury. Where a supplier/service provider commits perjury either in giving evidence or on affidavit;

c) Scurrilous allegations. Where a supplier/service provider makes allegations regarding a senior Foskor employee which are without a proper foundation, scandalous, abusive or defamatory.

d) Abuse of court process. When a supplier/service provider abuses the court process in order to gain a competitive advantage during a bid process.

35.8 Where any person or Enterprise has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 Years, such person/Enterprise may also be blacklisted. Serious breaches of the law would include but are not limited to corruption, fraud, theft, extortion, or contraventions of the Competition Act 89 of 1998 (e.g. collusive tendering). This process excludes minor convictions such as traffic offences or personal disagreements between parties which have no bearing on the business operations of the person or Enterprise.

35.9 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's Register of Tender Defaulters.

35.10 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Foskor.

35.11 Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the Chief Financial Officer of Foskor (Pty) Ltd, whose decision shall be final.

36 PROTECTION OF PERSONAL DATA

36.1 Both Parties agree that they may obtain and have access to personal data as a result of the Bid process. The Parties shall at all times ensure that:

a) they process data only for the express purpose for which it was obtained;

b) once processed for the purposes for which it was obtained, all data will be destroyed to an extent that it cannot be reconstructed to its original form;

c) data is provided only to authorised personnel who strictly require the personal data to carry out the Parties' respective obligations in terms of the Bid process;

d) they do not disclose personal data of the other Party, other than as agreed in paragraph 37.3 below;

e) they have all reasonable technical and organisational measures in place to protect all personal data from unauthorised access and/or use;

f) they have appropriate technical and organisational measures in place to safeguard the security, integrity and authenticity of all data in its possession or under its control as a result of the Bid process;

g) such personal data is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access.

36.2 The Parties agree that if personal data will be processed for additional purposes beyond the original purpose for which it was obtained, explicit consent must be obtained beforehand from those persons whose information will be subject to further processing.

36.3 Should it be necessary for either Party to disclose or otherwise make available the personal data to any third party (including sub-contractors and employees), it may do so only with the prior written permission of the other Party. The Party requiring such permission shall require of all such third parties, appropriate written undertakings to be provided, containing similar terms to that set forth in this paragraph 37, and dealing with that third party's obligations in respect of its processing of the personal data. Following approval by the other Party, the Party requiring permission agrees that the provisions of this clause 37 shall *mutatis mutandis* apply to all authorised third parties who process personal data.

36.4 The Parties shall ensure that any persons authorized to process data on their behalf (including employees and third parties) will safeguard the security, integrity and authenticity of all data. Where necessary to meet this requirement, the Parties shall keep all personal data and any analyses, profiles, or documents derived therefrom logically separated from all other data and documentation held by it.

36.5 The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the personal data in its possession or under its control. The Parties shall implement and maintain appropriate safeguards against the risks which it identifies and shall also regularly verify that the safeguards which it has in place has been effectively implemented.

36.6 The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected in relation to the Bid process, subject to any legal retention requirements. This may be at the request of the other Party and includes circumstances where a person has requested the Parties to delete all instances of their personal data. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any particular individual or organisation.

36.7 Personal Information security breach: Respondent's Obligations

a) The Respondent is required to notify the Information Officer of Foskor, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorised access or unlawful use of any personal data and shall, at its own cost, take all necessary remedial steps to mitigate the extent of the loss or compromise of personal data as quickly as is possible. The Respondent shall also be required to provide Foskor with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity of the unauthorised person who may have accessed or acquired the personal data.

b) The Respondent shall provide on-going updates on its progress in resolving the compromise at reasonable intervals until such time as the compromise is resolved.

c) Where required, the Respondent may be required to notify the South African Police Service; and/or the State Security Agency and where applicable, the relevant regulator and/or the affected persons of the security breach. Any such notification shall always include sufficient information to allow the persons to take protective measures against the potential consequences of the compromise.

d) The Respondent undertakes to co-operate in any investigation relating to security which is carried out by or on behalf of Foskor including providing any information or material in its possession or control and implementing new security measures.

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INTEGRITY PACT

Between

Foskor (Pty) Ltd

Registration Number: 1951/002918/07

(“Foskor”)

and

The Bidder / Supplier/ Service Provider / Contractor (hereinafter referred to as the “Bidder / Supplier”)

PREAMBLE

Foskor values full compliance with all relevant laws and regulations, ethical standards and the principles of economical use of resources, fairness and transparency in its relations with its Bidders / Suppliers.

In order to achieve these goals, Foskor and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier's application for registration with Foskor as a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and / or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Bidders / Suppliers will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Foskor vendor.

1 OBJECTIVES

1.1 Foskor and the Bidder / Supplier agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

a) Enable Foskor to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

b) Enable Bidders / Suppliers to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF FOSKOR

Foskor commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles:

2.1 Foskor hereby undertakes that no employee of Foskor connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.

2.2 Foskor will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Foskor will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.

2.3 Foskor further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process.

2.4 Foskor will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

3 OBLIGATIONS OF THE BIDDER / SUPPLIER

3.1 The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:

a) The Bidder / Supplier will not, directly or through any other person or firm, offer, promise or give to Foskor or to any of Foskor's employees involved in the bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and

b) The Bidder / Supplier will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Foskor, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The acceptance and giving of gifts may be permitted provided that:

a) the gift does not exceed R1 000 (one thousand Rand) in retail value;

b) many low retail value gifts do not exceed R 1 000 within a 12 month period;

c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;

d) a Bidder / Supplier does not give a Foskor employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;

e) a Bidder / Supplier does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Foskor employee within a 12 (twelve) month period, irrespective of value;

f) a Bidder / Supplier may under no circumstances, accept from or give to, a Foskor employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any bid evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and

g) a Bidder / Supplier may not offer gifts, goods or services to a Foskor employee at artificially low prices, which are not available to the public at those prices.

3.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.

3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Foskor as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

3.6 A Bidder / Supplier of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.

3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Foskor or other competitors.

3.8 The Bidder / Supplier shall furnish Foskor with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.

3.9 The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3.10 The Bidder/Supplier confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Foskor as follows:

a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour
- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment
- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT BIDDING

4.1 For the purposes of this undertaking in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

a) has been requested to submit a Bid in response to this Bid invitation;
b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and

c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.

4.2 The Bidder has arrived at his submitted Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.

4.3 In particular, without limiting the generality of paragraph 4.2 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

a) prices;

b) geographical area where Goods or Services will be rendered [market allocation];

c) methods, factors or formulas used to calculate prices;

d) the intention or decision to submit or not to submit, a Bid;

e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or

f) bidding with the intention of not winning the Bid.

4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her Bid relates.

4.5 The terms of the Bid as submitted 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.

4.6 Bidders are 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 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

5 DISQUALIFICATION FROM BIDDING PROCESS

5.1 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Foskor may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.

5.2 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3, or any material violation, such as to put its reliability or credibility into question. Foskor may after following due procedures and at its own discretion also exclude the Bidder / Supplier from future bidding processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Supplier and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Foskor reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

5.3 If the Bidder / Supplier can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Foskor may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 DATABASE OF RESTRICTED SUPPLIERS (BLACKLISTING)

6.1 All the stipulations on Foskor's blacklisting process as laid down in Foskor's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.

6.2 Blacklisting is a mechanism used to exclude a company/person from future business with Foskor and other organs of state for a specified period. On completion of the blacklisting process, the blacklisted entity's details will be placed on National Treasury's Database of Restricted Suppliers for the specified period of exclusion.

6.3 The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

6.4 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Foskor may decide to terminate some or all existing contracts with the company/person as well.

6.5 A supplier or contractor to Foskor may not subcontract any portion of the contract to a blacklisted company.

6.6 Grounds for blacklisting include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:

a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
e) has acted in a fraudulent or improper manner or in bad faith towards Foskor or any Government Department or towards any public body, Enterprise or person;
f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Foskor that:
   (i) he made the statement in good faith honestly believing it to be correct; and
   (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
g) caused Foskor damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
h) has litigated against Foskor in bad faith.

6.7 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's Register of Tender Defaulters.

6.8 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Foskor.

7 PREVIOUS TRANSGRESSIONS

7.1 The Bidder / Supplier hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Bidder's / Supplier's database or any bidding process.

7.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

8 SANCTIONS FOR VIOLATIONS

8.1 Foskor shall also take all or any one of the following actions, wherever required to:

a) Immediately exclude the Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;
b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;
c) Recover all sums already paid by Foskor;
d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments, already made by Foskor, along with interest;
e) Cancel all or any other contracts with the Bidder / Supplier; and
f) Exclude the Bidder / Supplier from entering into any bid with Foskor in future.

9 CONFLICTS OF INTEREST

9.1 A conflict of interest includes, inter alia, a situation in which:
a) A Foskor employee has a personal financial interest in a bidding / supplying entity; and
b) A Foskor employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Foskor, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

9.2 A Foskor employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
a) Private gain or advancement; or
b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

Thus, conflicts of interest of any bid committee member or any person involved in the sourcing process must be declared in a prescribed form.

9.3 If a Bidder / Supplier has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Foskor employee / member of Foskor's Board of Directors in respect of a bid which will be considered for the bid process, the Bidder / Supplier:

a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
b) must notify Foskor immediately in writing once the circumstances has arisen.

9.4 The Bidder / Supplier shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Foskor shall be entitled forthwith to rescind the contract and all other contracts with the Bidder / Supplier.

10 DISPUTE RESOLUTION

10.1 Foskor recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Foskor and its Bidder / Supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Foskor will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

a) **Vexatious proceedings**: these are frivolous proceedings which have been instituted without proper grounds;
b) **Perjury:** where a supplier make a false statement either in giving evidence or on an affidavit;
c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Foskor employee which are without proper foundation, scandalous, abusive or defamatory; and
d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid process.

11 GENERAL

11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

11.3 The validity of this Integrity Pact shall cover all the bidding processes and will be valid for an indefinite period unless cancelled by either Party.

11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

11.5 Should a Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Foskor employees, Foskor expects its Bidders / Suppliers to report this behaviour directly to a senior Foskor official / employee or alternatively by using Foskor's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

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FOSKOR

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made between

Foskor (Pty) Ltd [Foskor] [Registration No. 1951/002918/07]
whose registered office is at ,

and

the Company as indicated in the RFQ bid response hereto

WHEREAS
Foskor and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Bid Document.

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

1.2 **Bid** or **Bid Document** means Foskor's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;

1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or

1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.

2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.

2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:

2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Foskor:

3.3.1 return all written Confidential Information [including all copies]; and

3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.

4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Bid and continue thereafter for a period of 5 [five] years.

6. PRINCIPAL

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Bid and in complying with the terms of this Agreement.

7. ADEQUACY OF DAMAGES

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

8. PRIVACY AND DATA PROTECTION

8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Foskor may assign this Agreement at any time to any member of the Foskor Group.

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

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