Reference no:

NAME	TITLE	SIGNATURE	DATE
M Malahlela	Senior Metallurgist 501249	Mahore Helen Malahlela	20 October 2026
S. Kgwefane	Senior Manager – Metallurgy	Kgwefane 503784	20 October 2026

FOSKOR

SCOPE OF WORK

Tender No:

Description: Supply of Tall Oil Fatty Acid

PRE-QUALIFICAITON REQUIREMENTS:

(1) Quality Control and Quality Assurance Certificate(s)
(2) Certificate of Analysis from Accredited Laboratory (SANAS or equivalent internationally accredited lab)

1.1 Tender document

This document describes the scope of work for the supply of Tall Oil Fatty Acid as per requirements of the individual process sections at Foskor Mining division.

1.2 Scope Background

Foskor Phalaborwa's core business is the mining and beneficiation of phosphate ore, with a focus on the economic extraction of apatite using the direct flotation process. The flotation feed consists of ore with a particle size distribution i.e. P80 is 425 microns and a P_2O_5 grade of 6.7%. The flotation process employs Tall Oil Fatty Acid (TOFA) as a selective collector. These reagents adsorb onto the surface of apatite particles, rendering them hydrophobic and enabling their attachment to air bubbles for recovery in the froth phase. Key performance indicators (KPIs) for the flotation circuit include but not limited to concentrate grade of 36.7% P_2O_5, minimum P_2O_5 Recovery of 76% and reagents consumption measured in g/ton. This scope outlines the technical and commercial requirements for the supply of Tall Oil Fatty Acid.

1.3 COMPANY BACKGROUND

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

The Company owns and mines phosphate resources and beneficiates the mined material to produce a phosphate concentrate at Phalaborwa, in the Limpopo Province of South Africa. The phosphate concentrate is sold locally and transported to the Richards Bay plant on the coast of Kwa-Zulu Natal to produce phosphoric acid, sulphuric acid and granular fertilisers MAP and DAP from phosphoric acid and

is the leading supplier of fertilisers to South Africa. In all about 95% of the phosphoric acid is exported and the granular sales are divided between exports and local markets. Since 1951 Foskor has supplied more than 95% of South Africa's fertilizer requirements.

INVITATION TO TENDERER

TENDER NO.:

DESCRIPTION: Supply of Tall Oil Fatty Acid

CONTACT DETAILS

Enquiries: richardr@foskor.co.za

Foskor hereby invites potential suppliers to submit a bid for the work as set out in this Scope of Work.

No tender will be considered unless submitted by a company which has had thorough experience in the class of services required.

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

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FOSKOR

1. TENDER CONDITIONS

- Bid must be submitted per instruction on the RFP document**.**

1.1 EFFECTIVE DATES OF PRICING

- You are required to follow instruction per **Section 4 of the RFP document**.
- Bidders may submit pricing on their own document, but only as additional information, so long as they follow the prescribed format in **Section 4 of the RFP document and have it signed.**

1.2 VENDOR FACILITIES

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

1.3 TECHNICAL EVALUATION CRITERIA /FUNCTIONALITY

- Detailed technical evaluation per 17.8 below, Pre-qualification and Technical Evaluation Criteria.
- Prospective vendor's responses will be evaluated using the following general criteria:

  - Experience and team competence
  - Manufacturing facilities
  - Product testing
  - Capacity of manufacturing facility
  - Delivery lead times from order
  - Business continuity and risk management

1.4 TENDER PREPARATION

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

1.5 EFFECTIVE DATES OF PRICING

Per RFP document and pricing schedules.

1.6 VENDOR FACILITIES

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

1.7 TECHNICAL EVALUATION CRITERIA /FUNCTIONALITY

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

- Technical Capability:
    - Experience and team competence
    - Manufacturing facilities
    - Product testing
    - Capacity of manufacturing facility
    - Delivery lead times from order
    - Business continuity and risk management

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

1.8 RIGHT TO REJECT

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

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

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

1.9 MARKETING REFERENCES

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

2. SCOPE OF THE TENDER

This Scope of Tender is for our supply of **Tall Oil Fatty Acid,** and you are requested to tender as set out below.

2.1 Product Description

Constituent	Quantity
Oleic acid	35 – 40%
Linoleic acid	35 – 40%
Linolenic acid	<2%

Ratio of Oleic to Linoleic of approximately 1:1.2

Any deviation from this specification must be clearly indicated in your proposal and technical literature.

The product must comply with COP 58 with regards to HAZARDOUS CHEMICAL SUBSTANCES AND CONTROL and the Safety Data Sheet (SDS) of the product be submitted with your tender.

Furthermore, any changes in the Product specification must first undergo testing prior to the tender process as per COP 80 - EVALUATION AND TESTING OF NEW PRODUCTS. No new product can be considered without test reports and plant scale test evaluation. Fatty acid supply is deemed as a critical and strategic commodity and can have a detrimental impact on our process. In a nutshell, without the correct reagents, the flotation process cannot succeed, and the mining division will not be able to produce rock concentrate.

The Titre point of the product must be clearly specified. If the titre point is above 17 ^{0}C, the supplier will have to provide a winter and summer formulation, and the respective titre points of each formulation must be clearly specified.

2.2 Quantity

2.1.1 Approximately 9 200 000 kg per annum over a three (3) year period. Refer to Appendix 8 (Pricing Schedule), this is based on historic usages, we cannot guarantee the exact quantity to be used.

2.2.2 Foskor reserves the right to award the tender to one supplier only or to split the tender between two or more suppliers.

2.3 Delivery

2.3.1 The product needs to be delivered to Phalaborwa Reagents Storage Yard, your proposal should clearly indicate whether transport is included or excluded.

2.3.2 Method of transport must be clearly indicated

2.3.3 Transport rates must be quoted separately from the unit price

2.4 Price

2.4.1 If product is to be imported prices must be quoted delivered to Phalaborwa, Foskor mine.
2.4.2 Foskor is willing to consider any other option you may suggest but this must be indicated very clearly e.g. consignment stock.
2.4.3 Price validity is 180 business day from tender closing date, per RFP document.
2.4.4 A full cost breakdown of your price must be included.
2.4.5 Foskor shall give preference to offers submitted on a fixed price basis. Suppliers submitting an offer must clearly indicate the period for which their price shall remain fixed.
2.4.6 If there is to be any escalation the full escalation formula must be included, as well as the indices, base date, ROE etc per Pricing guidelines in Section 4 of the RFP document.
2.4.7 If quoting in foreign currency, please stipulate the following:

- Country of Manufacture of the material.
- Rate of Exchange applicable to the bid price offered in South African Rands

    - All tenderers quoting in foreign currency must convert their prices to South African Rand.
    - To ensure fairness and consistency in evaluating tenders where prices are quoted in foreign currencies, **all bidders must apply the ROE per Section 4 of the RFP document.**

2.5 General

As this is a critical product for Foskor, Senior Management team members may conduct Business continuity audits (BCM) to ensure the surety of the supply. Companies interested in the tender must be able to show BCM plans and risk management systems for the company.

2.6 Contract Commencement Date and duration:

It is envisaged that this contract will commence on 01 May 2027 and have a duration of 36 months (3 years).

2.7 Schedule to completed by the tenderer (Where applicable)

The Tenderer shall complete accurately and, in every detail, sign and date the schedules contained in this enquiry document and submit the completed schedules with his tender.

Failure to submit the schedules, completed in all respects may render the tender liable to rejection. Any schedules, which merely refer to the tender specification or other information such as catalogues and pamphlets, will be considered as incomplete. Should a schedule not be applicable or only in part applicable to the tender, such schedule should be explained accordingly.

2.8 Only complete tenders will be considered

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

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

3.1 COMPLIANCE WITH THE ENQUIRY SPECIFICATIONS AND CONDITIONS

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

3.2 DEVIATIONS FROM THE ENQUIRY CONDITIONS AND SPECIFICATIONS

- Should the Tenderer be unable to tender in accordance with the conditions and specification of this enquiry in every respect, as requested, and should, therefore, the equipment/work and services offered by them vary from these conditions/specification in any way, they shall clearly state in their tender specification and completed schedules any such proposed deviation, should any equipment and/or plant performance guarantees be affected by such deviation, this shall be also clearly stated.

- Unless any deviation /variation is clearly stated by the Tenderer in the tender and schedules as specified in (a) above, the contract works offered will be deemed to comply in detail with the enquiry conditions and specification. Should the Tenderer be awarded the contract, and should the contract works vary in any way from the agreed conditions and specification, such contract works will be liable to rejection.

3.3 FAILURE TO SUPPLY INFORMATION CALLED FOR

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

4. VALIDITY AND ACCEPTANCE OF TENDER

4.1 VALIDITY OF TENDER

Per RFP document, 180 business days from closing date.

4.2 ACCEPTANCE OF TENDER

Foskor does not bind itself to accept the tender lowest in price or any tender nor to assign any reason for the rejection of any tender.

No tender shall be deemed to have been accepted unless such acceptance has been conveyed to the Tenderer by Foskor's in writing.

By the tenderer's signature and submission of the tender document, the tenderer hereby accepts and agrees to the terms and conditions contained in this tender document and Standard Terms and Conditions and Special Conditions of Contract, which is accessible on the Foskor website, www.foskor.co.za.

5. CONFIDENTIALITY

The Tenderer shall treat the details contained in the enquiry documents, annexures and amendments thereto if any, in subsequent correspondence and matters discussed during negotiations as private and confidential, irrespective of whether his tender is accepted or not.

Foskor will likewise treat the Tenderer's proposal and relevant correspondence and discussions as private and confidential.

6. FINANCIAL

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

6.1 PRICE VARIATIONS (ESCALATION)

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

Price variations of more than 10% may entitle Foskor to source alternative suppliers.

7. ALTERNATIVE AND OPTIONAL PROPOSALS

7.1 ALTERNATIVE OFFERS

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

- Any such alternative/s are called for in the enquiry, and/or

- They wish to offer alternatives of their own choice, giving reasons for such alternative offers and how it may be suitable or equivalent. Alternative products will be considered on their own and not as part of this RFP process.

8. PACKING, TRANSPORTATION AND DELIVERY (WHERE APPLICABLE)

Quoted pricing must indicated transport and packaging costs per ton.
Leadtime from date of order must be indicated clearly.

9. GENERAL CONDITIONS OF CONTRACT

9.1 Any eventual order will be subject to the following:

- Foskor's Standard Terms & Conditions for Procurement of Goods Version 2022 (available of Foskor website)
- All other documents send with the RFP.
- The Scope of Work
- Commercial Terms and Conditions: - Special conditions that may be negotiated with the successful contractor.

10. SAFETY, HEALTH AND ENVIRONMENT

10.1 Tenders must ensure that any offer submitted to Foskor in terms of the enquiry conforms to the provisions the Mine Health and Safety Act, No. 29 of 1996.

10.2 Should Foskor accept your tender or part thereof any goods, equipment, installation, construction etc. provided shall also conform to the said Act, including but not restricted to, information regarding the disposal of hazardous substances. The successful tenderer shall also ensure that they conform to Foskor's internal SHEQ standards on environmental issues.

10.3 As per the Foskor Health and Safety Policy it is mandatory for all Contractors to undergo medical examinations prior to commencing work on Foskor's site. Currently Foskor does accept the results of the medical examinations conducted at the Palabora Mining Company clinic provided the Contractors work at both sites and the examination was conducted in the previous twelve (12) months.

Please take note of the following, prior to undergoing medical examinations: -

10.4 All Contractors, like Foskor employees, will undergo annual medical examinations. Medical examinations are only valid for a period of one (01) year.

10.5 Contractors who work exclusively on Foskor site are expected to undergo examinations at the Foskor clinic; medicals conducted elsewhere will not be accepted.

10.6 All Contractors shall undergo an exit medical examination at the clinic on site, exit medicals conducted elsewhere will not be accepted.

10.7 It will remain the responsibility of the Contractor to ensure that his/her employees undergo the medical examination prior to starting work, the annual medical examinations as well as the exit medical examinations referred to above.

10.8 It is COMPULSORY that Contractors Subordinate Manager 2.6.1 attend a monthly safety meeting at Foskor. This meeting will take place every second Monday of the month at 14H00. Failure to attend these meetings may lead to blocking of access to site.

The SHE rep meeting takes place once a month and it is COMPULSORY for a contractor, SHE rep to attend this meeting. Evidence of meeting (both) attendance must always be kept.

10.9 Contractors are responsible for the training of all their employees in accordance with the training requirements of Foskor. The following training will be required:

Basic Health and Safety, First Aid and HIRA. The cost of all training is for the contractor's account.

11. QUALITY

- The contractor must provide the necessary quality management systems and plans to ensure that the quality of his work complies with the requirements of this scope of work
- The contractor shall during all phases of construction comply with the Foskor approved Quality Assurance Plan
- The contractor shall be responsible for all the resources required for executing the Quality Management System including but not limited to, developing the Quality Assurance Plan & performing the Quality Control measures to ensure that the deliverables comply to the specifications & standards mentioned in the scope of work

- Any change requests / additional work resulting due to inadequate quality management system will be to the account of the contractor

- Foskor might appoint a third party for Quality Control Inspections

- The Contractor will have to provide an approved quality system for all work executed.

- This will include the following but is not limited to:

    - Quality plan
    - Quality compliance – Performance and reports
    - Quantity surveying
    - Quality Assurance
    - Quality Authorization matrix – part of Quality plan o Quality control

- Quality administration. – All documents, checks, measurements, reports, variances, analysis, Corrective actions, etc. needs to be properly filed and available on request at any time. The file will require an index
- Includes all test work, laboratories, Filing, etc. o
  Survey and survey verifications
- Construction versus design - Any Deviations from the approved
- “Construction Drawings”
- Quality communication – What needs to be reported to whom and at what frequency

- Foskor envisage a complete quality System driven by the Contractor and this system plan will be approved by Foskor and the appointed designer (if applicable) before construction/fabrication will be started.

- Compliance to this plan will be measured and failure to adhere to the quality plan will result in the stopping of construction activities until concerns have been addressed. The cost for this delay will be for the contractor’s account.

- Foskor may appoint a third part to measure and control Foskor’s interest in the terms of quality in this contract, and the contractor is expected to work in conjunction with this company

- Hold points will be discussed and finalized with the successful contractor based on the approved Quality plan

- The Quality plan will only be compiled and signed off after the Method Statement and WBS have been compiled

- Quality on Shutdown type tasks will be included in the Scope of Works, but the contractor will have to submit proof of an experienced quality assurer or relevant qualifications. IF the contractor does not have this it will be required that this service be hired in by the contractor at his cost.

  - State any specify hold points that is not negotiable here

  - State any other quality that is applicable that is not in the “Parameters” section

- Method statement – the contractor must list all steps and actions required to complete the work as per the scope of work – typically includes the items listed below:

  - Key step and stages of the work required o Tools, Equipment, TMMS, etc.

  - Labour requirements, etc. o Spares, resources,

- Safety requirements

12. TENDER DELIVERABLES

The deliverables will include: -

- Complete Foskor pricing schedule (BOQ)
- Company training Matrix indicating minimum training requirement compliance or the Tenderer should provide undertaking to comply with Foskor Safety requirements during tendering stage and fulfil the requirements if awarded the work. Any deviation may lead to cancellation of order/contract.
- Copy of Certificate of Passing Foskor 2.6.1 and 2.9.2 Legal Exam, proof of LACA completion for the people that is intended to be used in this task /project
- Take note of the tender evaluation documents that needs to be submitted

13. TRANSPORTATION (WHEN APPLICABLE)

Should the tenderer quote on the basis of delivery to Foskor premises the tenderer shall submit documentary proof that they comply with the requirements of the National Road Traffic Act, 1996 and the SABS 0231 code of practice "Transportation of Dangerous Goods – Operational Requirements for Road Vehicles".

14. APPLICABLE ACTS/LAWS

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

(a) the Unemployment Insurance Act.

(b) the Basic Conditions of Employment Act.

(c) Labour Relations Act.

(d) the Workman's Compensation Act.

(e) the Mine Health and Safety Act; Environmental Legislation,

(f) National Water Act.

(g) Occupational Health and Safety Act and any regulations promulgated in terms thereof.

15. DOCUMENTS WHICH MUST BE ATTACHED TO THIS TENDER

PRE- QUALIFICATION DOCUMENTS

Document	Requirement
Quality Control and Quality Assurance Certificate(s)	Attach document
Certificate of Analysis from Accredited Laboratory (per SANAS or any equivalent international accreditation body)	Attach certificate

MANDATORY ADMINISTRATIVE DOCUMENTS

Document	Requirement
RFP Document Duly Signed	Submit with bid document
Submitted on time	Submit per closing date and time
CSD Registration proof or MAAA number provided	Submit with bid document
Bill of Quantity/price schedule included	Submit with bid document
BBBEE certificate	Submit with bid document

NB. Non-submisssion mandatory documents with the bid may lead to disqualification at discretion of Foskor.

FUNCTIONAL/TECHNICAL EVALUATION DOCUMENTS

Document	Requirement
Per Technical Evaluation Criteria attached	Submit with bid document (for scoring)

NB. Non-submisssion with bid will lead to disqualification.

ESSENTIAL/ STANDARD ADMINISTRATIVE DOCUMENTS

Document	Requirement
CIPC/Co Registration	Submit
Id copies of Directors	Submit
Shareholding% or Certificates	Submit
SARS Pin	Submit
Letter of Good Standing (COIDA)	Submit
Financial Statements	Submit
Beneficial ownership certificate	Submit
Other Foskor standard bid conditions documents	Submit
Completion of due diligence form	Will be sent to supplier – post submission

#Additional time may be granted for submission post bid closure for standard documents.

17. APPENDICES

17.1 Appendix 1

Reminder of Risk definition – Life Saving Rules

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

17.2 Appendix 2

Summary of Legislative requirements

1) The successful or appointed contractor shall comply with:

   a. The Mines Health and Safety Act with Regulations (Latest revision)

   b. The National Road Traffic Act with Regulations (Latest revision)

   c. All applicable national and international legislative requirements and regulations.

   d. Foskor (Pty) Ltd. COP (Compendium of Procedures) No. 25 for Contractor Control (Available on request)

   e. Foskor (Pty) Ltd. COP (Compendium of Procedures) No. 59 for Trackless Mobile Machinery (Available on request)

   f. All Foskor (Pty) Ltd. safety, health, quality and environmental procedures. (Available on request)

   g. All Foskor procedures and policies applicable to the successful application of the contract. (Available on request)

17.3 Appendix 3

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

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

a. Ensure that his driver/s are in possession of a valid national drivers 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.

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

b. The appointed contractor shall, before entering and operating a vehicle or trailer on the Foskor premises:

   i. Obtain permission from the Foskor Safety & Security manager to operate his nominated service vehicle/s or trailers 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 (Excl. Fridays) at the Light Vehicle Maintenance workshop.

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

c. Ensure that his service vehicles / trailers have been inspected (Daily) in accordance with the 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.

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

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

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

c. Issued with the necessary PPE (Personal Protective Equipment) to safely operate his service vehicles and perform the duty of maintaining, servicing, inspecting and testing earthmoving- and mobile equipment.

d. Before commencement of work:

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

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

4) Before entering and operating/working on the Foskor site the appointed contractor shall ensure that his portable electrical equipment have been tested and declared safe to use by the Foskor electrical services workshop.

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

17.4 Appendix 4

Safety File

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

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

1) Title and index cover page

2) A copy of the PERMIT TO WORK.

3) A copy of the MHSA Regulation 2.6.1 and -2.9.2 and SHE Rep appointment letters.

4) A copy of Foskor COP 25, Contractor control.

5) Base line risk assessment of ALL and ANY POTENTIAL tasks that may be performed on site under this contract. See Foskor COP 26, Critical Task Descriptions for details.

6) Copies of critical task descriptions and standard operating/maintenance procedures.

7) Copies of the appointed contractor's safety, health, environmental, HIV and AIDS, smoking and waste management policies.

8) Training records of all on-site employees.

9) Employee records of actual time worked (Normal and overtime).

10) Copy of on-site induction training.

11) Records of inspections of TMM (Trackless Mobile Machinery) and trailers. See Foskor COP 59, Trackless Mobile Machinery for details.

12) All documentation and certification related to COP 56.

13) Records of issues and inspections of PPE (Personal Protective Equipment) and safety equipment. See Foskor COP 65, Personal Protection Equipment for details.

14) Records of issues and inspections of PEE (Portable Electrical Equipment). See Foskor COP 60, Portable electrical Equipment for details.

15) Records of issues and inspections of tools and equipment. See Foskor COP 63, hand tools for details

16) Records of daily, weekly and monthly 2.6.1 / SHE Rep safety inspections. See Foskor COP 22, SHE Inspections for details.

17) Records of daily green-area and safety talks. See Foskor COP 7, Communication for details.

18) 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.

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

FOSKOR

17.5 Appendix 7

COP 25 – CONTRACTORS LEGAL OBLIGATION AND MINIMUM REQUIREMENTS

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

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

		(Permit each day)	Permit to work at Foskor is required	Return Permit to Security when work is	Return Permit to Security when work is

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

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17.6 Appendix 8

Fatty Acid Supply Description

Item	Description	UOM	Estimate Quantity Annual (Kg)	Unit price (ZAR)	Total Annual (ZAR)
Year 1	Tall Oil Fatty Acid	Kg	9 200 000		
Year 2	Tall Oil Fatty Acid	Kg	9 200 000		
Year 3	Tall Oil Fatty Acid	Kg	9 200 000		
Year 1	Transport/RSA local	Kg	9 200 000		
Year 2	Transport/RSA local	Kg	9 200 000		
Year 3	Transport/RSA local	Kg	9 200 000		
	Total excluding VAT				
	VAT at 15%				
	TOTAL				

- **Section 4 of the RFP document for prices (price offer) must be completed as the formal and detailed price offer.**
- **Please note and comply fully with the pricing instructions under Section 4 of the RFP document.**

17.7 Appendix 9

Tender evaluation form

BBBEE Level _____ (Mandatory) **Completion _____ days** **Price validity _____ days**

I,_____ in my capacity as _____ for and on behalf of _____ hereby acknowledge that I have read and understand the Instruction to Tender and the Scope of Work as detailed in this document and accept all the terms and conditions of tender T /21.

Signed at _____ on this the _____ day of _____ 2026

Signature: _____

Witness:

1. _____ Name: _____

2 _____ Name: _____

For and on behalf of Foskor (Pty) Ltd

Name: _____ Signature: _____

Designation: _____ Date: _____

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

ACCEPTANCE

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

_____

_____

_____

_____

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

_____

_____

_____

Subcontractor (please provide list and function)

_____

_____

_____

Failure to complete this form will lead to disqualification – please do not leave blanks

BBBEE Level		Black Ownership	%	Black Woman Ownership	%
Tender Validity	Days	Manufacturing Period	Days	Installation Period	Days
Guarantee	Months	Commencement after receipt of official purchase order			Days
Payment terms					

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

Fixed		Duration of fixed price	12 Months		24 Months	
Variable		Price Base Date				

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

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

Factor	%	Factor	%	Factor	%	Factor	%	Factor	%

Where prices include a foreign currency rate please provide:

% of price subject R O E	%	ROE	= ZAR
ROE Base Date			

Note: If the above fields are not completed, it is confirmed that the quoted price/s are valid for the entire contract period mentioned and no escalation in the price is allowed under any circumstances.

I,_____ in my capacity as _____ for and on behalf of _____ hereby acknowledge that I have read and understand the Instruction to Tender and the Scope of Work as detailed in this document and accept all the Terms and Conditions of Tender **T047-21**

Signed at _____ on this the _____ day of _____ 2026

Signature: _____

Witness:

1. _____ Name: _____

2. _____ Name: _____

For and on behalf of Foskor (Pry) Limited

Name: _____ Signature: _____

Designation: _____ Date: _____

Note: It is imperative to complete this schedule in full where applicable, marked "N/A" where not applicable and signed off in full, unsigned bids will not be

accepted. All the supporting documentation requested with the tender document, scope of work and evaluation criteria need to be submitted with the tender. Tenders received without supporting documentation requested for the tender evaluation will not be considered.

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17.8 Appendix 10.1 Prequalification and Technical Evaluation Criteria

PRE-QUALIFICATION REQUIREMENTS
QUALITY CONTROL AND QUALITY ASSURANCE CERTIFICATE(s)
CERTIFICATE OF ANALYSIS FROM ACCREDITED LABOROTORY

Technical Evaluation Criteria: Supply of Tall Oil Fatty Acid	**100%**	
	SCORING CRITERIA	**PROOF**
1. Experience & Team competence	**15%**	
Previous experience in supplying of Tall Oil Fatty Acid		Give reference list of projects and contract/order values. Include client company names and contract for verification.
20 years and over =	15%	
15 years =	10.0%	
10 years =	6.0%	
5 year and below =	3.0%	
No Experience = 0%	0%	
2.Chemical Manufacturing Facility in existance: Have access/ownership of a Manufacturing Facility	**20%**	
Chemical Manufacturing Facility owership	20%	Provide proof of address of facility if owned. Provide proof of office, facility and lease agreement if facility is rented.
No Chemical Manufacturing Facility /access to Manufacturing Facility	12%	
None	0%	
3. Evaluation and testing of new products:	**15%**	
Product has successfully undergone the plant scale test evaluation	15%	Technical Report signed off by the Foskor's Metallurgical Services Superintendent proving that the product achieved more than 76% Recoveries and 36,7% P2O5 grade in a Plant Scale Test.
Product successfully test on similar ore/operation	5%	
No Plant test scale conducted.	0%	
4. Capacity of the Manufacturing Facility	**20%**	
Capacity to Manufacture and Supply >13800 tons of Tall Oil Fatty Acid per annum	20%	Report showing actual production figures of the last five (5) years, or applicable period if less than five (5) years in operation.
Capacity to Manufacture and Supply >9200 tons but <13800 tons of Tall Oil Fatty Acid per annum	12%	
Capacity to Manufacture and Supply <9200 tons of Tall Oil Fatty Acid per annum	3%	
7. Lead delivery time after receiving POR.	**15%**	
7days	15.0%	Provide commitments on delivery leadtimes in writing.
15 days	7.0%	
16 days and over	0%	
8.Business Continuity and Risk Management Systems in place	**15%**	
Meet full requirements including alternative source and supply chain routes	15%	Submit Business Continuity Plan that shows alternative sources or supply chain routes in case disruptions in own operation and Risk Assessment Document
Partially meet requirements	9%	
No =	0%	
NB// Failure to provide the Mandatory documents will lead to disqualification and your company will not be		
For the bid to be considered for shortlisting, the bidder needs to score 70% and above and comply to all		

Foskor reserves the right to inspect facilities/offices or sample materials for testing purposes.

Signed with Impression - Chain of Custody

Signature Request			
Signature Request ID:	df12f4b5-61ca-43d3-af4b-9a39899d8eda	Timestamp:	2026-10-20 11:21:50 GMT
Signee Name:	Ms Mabore Helen Malahlela	Sender Name:	Richard Rammupudu
Request Type:	WebSigning	Request Status:	WEBVIEWER SIGNED
Original Document			
Document Name:	AnnexureA_SoWFattyAcid_121020261.pdf	Document Size:	732.9 KB
Email Evidence			
Signee Email:	maborem@foskor.co.za	Email Subject:	A document from Richard Rammupudu is ready for signature
Email Sent Timestamp:	2026-10-20T11:15:25.898918	Email Opened Timestamp:	Not available in Silent Mode
Web Evidence			
Signee IP Address:	41.21.226.206	Request Timestamp:	2026-10-20 11:19:56 GMT
Signee GPS (if shared):	ZA: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/155.0.0.0 Safari/537.36 Edg/155.0.0.0	Terms Accepted Timestamp:	2026-10-20 11:20:04 GMT
Annotations and Modifications			
Signature Count:	1	Form Fields Filled Count:	0
Text Annotation Count:	2	Initial All Pages Count:	0
Single Initial Count:	0		
Signing Evidence			
Signee Mobile:	+27000000000	Sign Type:	WebSigning
Security Challenge:	NONE	Part of Workflow:	59229418-7871-4a84-8b45-c8a265dbb5f0
Chain Of Custody Generation			
Attached Document Name:	20261020T112150.723236Z AnnexureA_SoWFattyAcid_121020261.pdf	Attached Timestamp:	2026-10-20 11:21:50 GMT



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Signed with Impression - Chain of Custody

Signature Request			
Signature Request ID:	ad39b8f1-9a63-43af-8964-533cb0a0c15a	Timestamp:	2026-10-20 12:52:04 GMT
Signee Name:	Seapei Kgwefane	Sender Name:	Seapei Kgwefane
Request Type:	WebSigning	Request Status:	WEBVIEWER SIGNED
Original Document			
Document Name:	AnnexureA_SoWFattyAcid_121020261 1.pdf	Document Size:	1.0 MB
Email Evidence			
Signee Email:	seapeik@foskor.co.za	Email Subject:	Not available in Silent Mode
Email Sent Timestamp:	Not available in Silent Mode	Email Opened Timestamp:	Not available in Silent Mode
Web Evidence			
Signee IP Address:	41.21.226.206	Request Timestamp:	2026-10-20 12:51:20 GMT
Signee GPS (if shared):	ZA: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/155.0.0.0 Safari/537.36 Edg/155.0.0.0	Terms Accepted Timestamp:	2026-10-20 12:51:27 GMT
Annotations and Modifications			
Signature Count:	1	Form Fields Filled Count:	0
Text Annotation Count:	1	Initial All Pages Count:	0
Single Initial Count:	0		
Signing Evidence			
Signee Mobile:	+27734811525	Sign Type:	WebSigning
Security Challenge:	NONE	Part of Workflow:	NONE
Chain Of Custody Generation			
Attached Document Name:	20261020T125203.847972Z AnnexureA_SoWFattyAcid_121020261 1.pdf	Attached Timestamp:	2026-10-20 12:52:04 GMT



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