



## **FOSKOR MINING**

an Operating Division of FOSKOR (PTY) LTD

[hereinafter referred to as **Foskor**]

[Registration No. 1951/002918/07]

## **REQUEST FOR PROPOSAL FOSCO-RFP-43-2024 FOR THE PROVISION OF SCAFFOLDING ERECTION AND DISMANTLING SERVICE FOR FOSKOR MINING DIVISION (PHALABORWA) FOR A PERIOD OF 3 YEARS**

|                             |                                                     |
|-----------------------------|-----------------------------------------------------|
| <b>RFP NUMBER</b>           | <b>FOSCO-RFP-43-2024</b>                            |
| <b>ISSUE DATE:</b>          | 22 May 2024                                         |
| <b>CLOSING DATE:</b>        | 11 June 2024                                        |
| <b>CLOSING TIME:</b>        | 12:00 PM                                            |
| <b>BID VALIDITY PERIOD:</b> | 180 Business Days from Closing Date [06 March 2025] |

### **CIDB Grading 5 SL - CIDB Certificate**

SCHEDULE OF BID DOCUMENTS

| Section No                                                                                     | Page                                |
|------------------------------------------------------------------------------------------------|-------------------------------------|
| SECTION 1: SBD1 FORM .....                                                                     | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| PART A.....                                                                                    | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| PART B.....                                                                                    | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| SECTION 2: NOTICE TO BIDDERS .....                                                             | 5                                   |
| 1 INVITATION TO BID .....                                                                      | 5                                   |
| 2 FORMAL BRIEFING .....                                                                        | 5                                   |
| 3 RFP INSTRUCTIONS.....                                                                        | 5                                   |
| 4 JOINT VENTURES OR CONSORTIUMS.....                                                           | 5                                   |
| 5 COMMUNICATION .....                                                                          | 5                                   |
| 6 CONFIDENTIALITY.....                                                                         | 5                                   |
| 7 COMPLIANCE .....                                                                             | 5                                   |
| 8 EMPLOYMENT EQUITY ACT .....                                                                  | 5                                   |
| 9 DISCLAIMERS.....                                                                             | 5                                   |
| 10 LEGAL REVIEW.....                                                                           | 6                                   |
| 11 SECURITY CLEARANCE.....                                                                     | 6                                   |
| 12 NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE .....                                         | 6                                   |
| 13 TAX COMPLIANCE.....                                                                         | 6                                   |
| SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS.....                                 | 6                                   |
| 1 BACKGROUND .....                                                                             | 7                                   |
| 2 EXECUTIVE OVERVIEW .....                                                                     | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| 3 SCOPE OF REQUIREMENTS .....                                                                  | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| 4 GREEN ECONOMY / CARBON FOOTPRINT.....                                                        | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| 5 GENERAL SERVICE PROVIDER OBLIGATIONS.....                                                    | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| 6 EVALUATION METHODOLOGY .....                                                                 | 39                                  |
| SECTION 4: PRICING AND DELIVERY SCHEDULE .....                                                 | 47                                  |
| SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS .....                                | 52                                  |
| SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT & APPLICABLE DOCUMENTS ..... | 57                                  |
| SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM .....                                        | 59                                  |
| SECTION 8: RFP CLARIFICATION REQUEST FORM .....                                                | 64                                  |
| SECTION 9: B-BBEE PREFERENCE POINTS CLAIM FORM.....                                            | 65                                  |
| SECTION 10: SBD 5.....                                                                         | 70                                  |
| SECTION 11: PROTECTION OF PERSONAL INFORMATION .....                                           | 73                                  |

RFP ANNEXURES:

- ANNEXURE A: FOSKOR’S TERMS AND CONDITIONS
- ANNEXURE E: GENERAL BID CONDITIONS
- ANNEXURE B: SUPPLIER INTEGRITY PACT
- ANNEXURE D: NON-DISCLOSURE AGREEMENT

SECTION 1: SBD1 FORM

PART A

INVITATION TO BID

|                                                                                                                                                                                                                                              |                                                                                                                                    |             |                                                                            |                                         |                                                                                                  |               |         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-------------|----------------------------------------------------------------------------|-----------------------------------------|--------------------------------------------------------------------------------------------------|---------------|---------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF Scaffolding Erection and Dismantling Service, A DIVISION FOSKOR SOC LTD                                                                                                                    |                                                                                                                                    |             |                                                                            |                                         |                                                                                                  |               |         |
| BID NUMBER:                                                                                                                                                                                                                                  | FOSCO-RFP-43-2024                                                                                                                  | ISSUE DATE: | 22/05/2024                                                                 | CLOSING DATE:                           | 11/06/2024                                                                                       | CLOSING TIME: | 12:00PM |
| DESCRIPTION                                                                                                                                                                                                                                  | FOR THE PROVISION OF SCAFFOLDING ERECTION AND DISMANTLING SERVICE FOR FOSKOR MINING DIVISION (PHALABORWA) FOR A PERIOD OF 3 YEARS- |             |                                                                            |                                         |                                                                                                  |               |         |
| BID RESPONSE DOCUMENTS SUBMISSION                                                                                                                                                                                                            |                                                                                                                                    |             |                                                                            |                                         |                                                                                                  |               |         |
| <b>RESPONDENTS ARE TO SUBMIT THEIR BIDS AT THE FOLLOWING ADDRESS:</b><br>Foskor Phalaborwa Head Office<br>Foskor Phalaborwa Mine<br>27 Selati Road<br>Phalaborwa<br><b>Please include a USB Flash Drive (soft copy) with your submission</b> |                                                                                                                                    |             |                                                                            |                                         |                                                                                                  |               |         |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO                                                                                                                                                                                               |                                                                                                                                    |             |                                                                            | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: |                                                                                                  |               |         |
| CONTACT PERSON                                                                                                                                                                                                                               | Daleen Kruger                                                                                                                      |             |                                                                            | CONTACT PERSON                          | Thabang Mashile                                                                                  |               |         |
| TELEPHONE NUMBER                                                                                                                                                                                                                             | 011 347 0600                                                                                                                       |             |                                                                            | TELEPHONE NUMBER                        | 015 789 2591                                                                                     |               |         |
| FACSIMILE NUMBER                                                                                                                                                                                                                             | N/A                                                                                                                                |             |                                                                            | FACSIMILE NUMBER                        | N/A                                                                                              |               |         |
| E-MAIL ADDRESS                                                                                                                                                                                                                               | Daleenk@foskor.co.za                                                                                                               |             |                                                                            | E-MAIL ADDRESS                          | Thabangmm@foskor.co.za                                                                           |               |         |
| SUPPLIER INFORMATION                                                                                                                                                                                                                         |                                                                                                                                    |             |                                                                            |                                         |                                                                                                  |               |         |
| NAME OF BIDDER                                                                                                                                                                                                                               |                                                                                                                                    |             |                                                                            |                                         |                                                                                                  |               |         |
| POSTAL ADDRESS                                                                                                                                                                                                                               |                                                                                                                                    |             |                                                                            |                                         |                                                                                                  |               |         |
| STREET ADDRESS                                                                                                                                                                                                                               |                                                                                                                                    |             |                                                                            |                                         |                                                                                                  |               |         |
| TELEPHONE NUMBER                                                                                                                                                                                                                             | CODE                                                                                                                               |             | NUMBER                                                                     |                                         |                                                                                                  |               |         |
| CELLPHONE NUMBER                                                                                                                                                                                                                             |                                                                                                                                    |             |                                                                            |                                         |                                                                                                  |               |         |
| FACSIMILE NUMBER                                                                                                                                                                                                                             | CODE                                                                                                                               |             | NUMBER                                                                     |                                         |                                                                                                  |               |         |
| E-MAIL ADDRESS                                                                                                                                                                                                                               |                                                                                                                                    |             |                                                                            |                                         |                                                                                                  |               |         |
| VAT REGISTRATION NUMBER                                                                                                                                                                                                                      |                                                                                                                                    |             |                                                                            |                                         |                                                                                                  |               |         |
| SUPPLIER COMPLIANCE STATUS                                                                                                                                                                                                                   | TAX COMPLIANCE SYSTEM PIN:                                                                                                         |             | OR                                                                         | CENTRAL SUPPLIER DATABASE               | UNIQUE REGISTRATION REFERENCE NUMBER: MAAA                                                       |               |         |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE                                                                                                                                                                                                 | TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                   |             | B-BBEE STATUS LEVEL SWORN AFFIDAVIT                                        |                                         | [TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No                |               |         |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]                                                                                         |                                                                                                                                    |             |                                                                            |                                         |                                                                                                  |               |         |
| 1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?                                                                                                                                              | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]                                                 |             | 2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? |                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER QUESTIONNAIRE BELOW] |               |         |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS                                                                                                                                                                                                   |                                                                                                                                    |             |                                                                            |                                         |                                                                                                  |               |         |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO                                                                                                                     |                                                                                                                                    |             |                                                                            |                                         |                                                                                                  |               |         |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO                                                                                                                                           |                                                                                                                                    |             |                                                                            |                                         |                                                                                                  |               |         |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO                                                                                                                          |                                                                                                                                    |             |                                                                            |                                         |                                                                                                  |               |         |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO                                                                                                                               |                                                                                                                                    |             |                                                                            |                                         |                                                                                                  |               |         |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO                                                                                                                           |                                                                                                                                    |             |                                                                            |                                         |                                                                                                  |               |         |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.                          |                                                                                                                                    |             |                                                                            |                                         |                                                                                                  |               |         |

PART B

TERMS AND CONDITIONS FOR BIDDING

| 1. TAX COMPLIANCE REQUIREMENTS |                                                                                                                                                                               |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1                            | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.                                                                                                                    |
| 1.2                            | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 1.3                            | APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.                                                            |
| 1.4                            | BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.                                                                                                      |
| 1.5                            | IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.                 |
| 1.6                            | WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.                                                 |

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

SIGNATURE OF BIDDER: .....

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

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

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

1 INVITATION TO BID

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

|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DESCRIPTION      | FOR THE PROVISION OF SCAFFOLDING ERECTION AND DISMANTLING SERVICE FOR FOSKOR MINING DIVISION (PHALABORWA) FOR A PERIOD OF 3 YEARS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| TENDER ADVERT    | Foskor Website/I-TENDER & E-TENDER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| BRIEFING SESSION | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| CLOSING DATE     | 12:00 pm on 11 June 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| VALIDITY PERIOD  | <b>180 Business Days from Closing Date</b><br>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.<br>Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.<br>Regarding the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12 |

2 FORMAL BRIEFING

NO Site Meeting

3 RFP INSTRUCTIONS

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

4 JOINT VENTURES OR CONSORTIUMS

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

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

5 COMMUNICATION

- 5.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to [Daleen Kruger] before **16:00 pm on 07 June 2024**, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Foskor's response to such a query will be published on the e-tender portal and Foskor website.
- 5.2 After the closing date of the RFP, a Respondent may only communicate with the Acquisition Council Temp Supply Management Admin **Ntwanano Mabulani**, email [Ntwananom@foskor.co.za](mailto:Ntwananom@foskor.co.za) on any matter relating to its RFP Proposal.
- 5.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 5.4 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Foskor in respect of this RFP between the closing date and the date of the award of the business.
- 5.5 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.
- 5.6 Foskor will publish the outcome of this RFP in the National Treasury e-tender portal and Foskor website with 10 days after the award has been finalised. Respondents are required to check the National Treasury e-tender Portal and Foskor website for the results of the tender process. All unsuccessful bidders have a right to request Foskor to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form.

6 CONFIDENTIALITY

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

7 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Service provider**] shall be in full and complete compliance with all applicable laws and regulations.

8 EMPLOYMENT EQUITY ACT

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

9 DISCLAIMERS

Respondents are hereby advised that Foskor is not committed to any course of action because of its issuance of this RFP and/or its receipt of Proposals. Please note that Foskor reserves the right to:

- 9.1 modify the RFP's Goods/Services and request Respondents to re-bid on any such changes.

9.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein.

9.3 disqualify Proposals submitted after the stated submission deadline [closing date].

9.4 award a contract in connection with this Proposal at any time after the RFP's closing date.

9.5 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP.

9.6 split the award of the contract between more than one Supplier/Service provider, should it at Foskop's discretion be more advantageous in terms of, amongst others, cost, or developmental considerations.

9.7 cancel the bid process.

9.8 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 Foskop to do so.

9.9 request audited financial statements or other documentation for the purposes of a due diligence exercise.

9.10 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;

9.11 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.

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

## 10 LEGAL REVIEW

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

## 11 SECURITY CLEARANCE

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

## 12 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

## 13 TAX COMPLIANCE

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

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

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

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

## SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

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 fertiliser requirements.

## 2 EXECUTIVE OVERVIEW – SCOPE –THE SUPPLY, REPAIR, ERECTION, DISMANTLING AND MAINTENANCE OF SCAFFOLDING SERVICE FOSKOR MINE SITE.

### General Scope Considerations:

2.1 Please allow for a competent Quality Control Officer to compile and manage the contractor's quality management. In the event of quality systems failures, Foskor will request the Quality Official's experience and qualifications and if this is not acceptable, it will be expected that the contractor obtain this service at its own cost.

Please allow for a competent person to compile the method statement and the subsequent Microsoft Project Plan when required. This person will manage and update the plan on a defined basis and present to the Foskor Project Engineer. It is expected that this planning and management is executed by the contractor. This service will be provided at the Contractors cost.

Scaffolding needs to be arranged by the contractor. It is expected that arrangements will be communicated to the Scaffolding company at least 3 days before requirement. Proof of request and arrangements will be communicated to Scaffolding company at least 3 days before requirement. Proof of request and arrangement and actual Scaffolding to be provided for Foskor on request.

### Project Costing and Expenses:

2.2 The contractor shall supply all engineering services, materials, labour, transport. supervision and consumable materials, equipment, tools, and every item of expense of the scope of work to be completed successfully unless otherwise stated taking the following into consideration.

### Disposal of Refuse:

2.3 The contractor shall be responsible for disposal of refuse and waste generated by his staff daily. The site is to be kept clean, neat, and tidy, by complying with Foskor Waste Management COP.

### General requirements for commissioning:

2.4 Commissioning or handover will be executed as per Foskor Procedures or as directed by Engineering. Normally the Foskor Punch list and Hand over certificate will be used.

### Scope Specific statutory and legislative requirements Legislative requirements:

2.5 The successful or appointed service provider shall comply with the latest revisions of the following.

- SANS 10085 and all referenced SANS standards.

### Sub-Contracting and joint ventures:

2.6 **The primary aspect of the works may not be the subcontracted. For subcontracting the relevant companies supporting documentation needs to support the bidder tender. Joint Ventures must be declared in the bidder's tender with all relevant supporting documentation. The main contractor must pass the technical evaluation criteria.**

## 3 SCOPE OF REQUIREMENTS:

### 3.1 Foskor specific- Training and authorisations – Summarised – Typical but not limited to:

- Basic Health and Safety- Training.
- First Aid – Training.
- HIRA- Training and Authorisation.
- TMM-Foskor driving licence, open pit licence and Authorisation.
- Confined space-Training and Authorisation.
- Working at Heights-Training and Authorisation.
- Hot work- Training and Authorisation.
- Conveyors-Training and Authorisation.
- Electrical- Relevant training and Authorisation.
- Lifting and rigging- Training and Authorisation.
- Overhead crane-Training and Authorisation.
- Fire- Training.
- Other- as and when as per Foskor COP's and Baseline Risk Assessment.

### 3.2 BASIC REQUIREMENTS:

**This work entails the scope to provide a scaffolding erecting and dismantling service on Foskor mine.**

- a) Obtain full work permit.
- b) All work includes all tools, labour, equipment, transport, supervision, management, coordination, Administration, quality management, project communication and management. Safety management.
- c) Foskor Site- See indicated Map- Typical

**Typical average plant distance from Security- one way trip-Security indicated on Map below:**

- Primary North Crusher 3km
- Primary East Crusher 4km.
- Mining offices 2.5km
- North Pit 7km.
- Primary South Crusher 4km.
- South Pit 7km.
- Secondary East crusher plant 1km.
- Secondary West crusher plant 1km.
- Ext 8 plant 1.8km.
- Milling Plant 0.4km.
- Flotation plant 0.6km.
- Old and new Filter plant 1km.
- Bos pump Filter plant 1.5km.
- Drier 4,5,6, plant 1.3km.
- Drier 7,9 plant 1.8km.
- Magnetite loading station 3km.
- Tailing plant 300ft 1.4km.
- Southern Drain 1.8km.
- TTPS 5.3km.
- RWPS 7.2km
- Decant tower 1.2km

**Note- This is not all the plants where scaffolding is required- this is merely an indication of distances to some places where scaffolding would be required.**

**Scaffolding will be required on various height levels of the plants.**



- d) Compliance for Foskor Scaffolding COP 97.
- e) Compliance to SANS 10085 and relevant referenced SANS.
- f) **Typical aspects as per Foskor COP and SANS (Not limited to).**
  - a) All Scaffolding employees trained and authorised. Compliance to SANS.
  - b) Scaffolding maintenance and relevant maintenance records available and properly

administered.

- c) Supplied Scaffolding complying to SANS.
- d) Scaffolding requesting and acceptance by client as per Foskor COP 97 and other relevant COP's and procedures. (Contractor management, Risk, lockout, etc).

g) **General aspects to provide Service to Foskor mine.**

- e) Response to request-Foskor make use of an internal job card system (JDE) no job card no work.
- f) Scaffolding to be kept on Foskor site. Own store yards to be established and maintained.

Establishment and maintenance for contractor's account.

g) Transport of scaffolding needs to be sufficient to deliver scaffold and people on site. No

person on the back of an LD. Ensure TMM's that deliver scaffolding is sufficient. Trailers are not preferred as this will cause TMM incidents and damages. Trailers may get stuck at mining, Tailings, and crushers.

This is a mining environment and TMM's should have the capacity to operate and drive in the mine environment safely.

- h) TMM's for Mining, Crushers and Tailings area requires roll over protection, PDS compatible with level 9 CAS, and reverse hooter. See COP 59.
- i) Maintain scaffolding as per SANS with all relevant records (Auditable).
- j) Supply scaffold material as per SANS with relevant traceable records (Auditable).
- k) Erecting a safe scaffold safely as per SANS and declare it safe for use.
- l) Dismantling Scaffolding in a safe way.
- m) All employees trained and certified to erect scaffold. Comply to SANS.

3.3 **MAKE USE OF FOSKOR OVERHEAD CRANES (AUTHORISED AND TRAINED) TO DELVIER SCAFFOLDING MATERIAL. TRAINING AND AUTHORISATION LIFTING AND RIGGING, WORKING AT HEIGHTS, AND FOSKOR OHC LICENCE:**

- a) It is the Service provider's responsibility to deliver the Scaffolding material to the point of use and remove afterwards.
- b) Side establishment:
  - i) All site establishment offices need to have a valid COC.
  - ii) Suitable site establishment to include lunch area and facilities as per Foskor COPs's. Include green area, Communication (ISO), etc. See Foskor contractor management COP 25.
- c) Scaffolding on site:
  - i) Scaffolding on site should be at least 180 tons with the capability to increase (Foskor Shutdown) with prior notice.
- d) Safeguarding:
  - i) It is the contractor's responsibility to safeguard its own equipment and tools. Foskor shall not take responsibility for loss or damage that may occur.
- e) Management Requirements- Typical but not limited to Competent and appointed as per SANS:
  - i) Pass Foskor 2.6.1 Legal exam.
  - ii) Pass LACA (Legal Assessment).
  - iii) Appointed as 2.6.1.-Regulation MHSA 2.6.1.
  - vi) Transport to ensure proper site management and safety.
  - vii) Ensure compliance to MHSA for all contracted work.
  - viii) Support Foskor in managing scaffolding as per ISO requirements.
- f) Supervisory Requirements (MHSA)- Typical but not limited to. Competent and appointed as per SANS:
  - i) Pass Foskor 2.9.2. Legal exam.
  - ii) Pass LACA (Legal Assessment).
  - iii) Appointed as 2.9.2 -Regulation MHSA 2.9.2.
  - iv) Each team to have its own 2.9.2. appointee including night shift.
  - vi) Legal appointee full time on site with them. No 2.9.2 on site no work.
  - v) Ensure compliance to MHSA.

g) Safety Management:

- i) Have a qualified Safety officer to assist team and ensure proper safety management/Documentation.
- ii) Provide full safety officer functions.
- iii) Service provider to provide Transport to ensure proper site management and safety. Lease with Foskop Safety team and ensure compliance.
- iv) Manage Safety File as per Foskop safety file index and ensure communication between Foskop safety and service provider employees takes place.
- v) Support Foskop in managing scaffolding as per ISO requirements.

h) After hour services:

- i) Provide after hour service within 1 hour from Call out. Clock in at Security from Security to provide Services.
- ii) Have a team with relevant 2.9.2. supervisor on site.
- iii) Have adequate material to provide service on Foskop mine.
- iv) Have adequate transportation and delivery of material.
- v) Ensure procedures is documented, presented for Foskop for acceptance and approval-Who receives the call and how the team will be dispatched on a call out basis. Ensure Back-up Telephone numbers.

i) Billing and Invoicing:

Ensure billing is supported by relevant information-Sketch of Scaffolding erected indicating.

Sizes, labour time and relevant calculations. To be presented to client for approval within

Invoice.

- ii) All rates to be inclusive of assembling and dismantling of scaffolding.
- iii) P & G to be divided for the month into the invoices and must be stated as a separated line on each invoice.
- iv) Monthly progress reports – Typical required information- Summited to Engineering Manager.
  - a) Safety-Safety statistics, hours work (Compliance to MHSA), Safety issues.
  - b) Numbers of Scaffolding built, and number dismantled per Plant.
  - c) Technical and quality issue's.
  - d) Maintenance conducted – compliance, quality, etc.
  - e) Commercial-Scaffolding contract value, Scaffolding, claimed, Remaining value.
- j) PPE:
- j) The service provider is to supply, maintain all relevant Personal Equipment to his employees.

Align this PPE to Foskop Cop's. Policies and procedures as well as the MHSA.

### 3.4 **EXTRACT OF TRAINING REQUIREMENTS FROM SANS:**

#### **Training and experience requirements.**

#### **Stages of training: The training of a scaffolding erector shall be undertaken in three progressive stages, as follows:**

- a) General Worker (Scaffolding).
- b) Assistance to Scaffolding (sometimes called a Scaffolding Fixer) and
- c) Scaffolding Erector.
- Each training stage shall be followed by a prescribe period of practical, on-site experience to gain practice in the application of the training.

#### **a) Training syllabus for General Worker (Scaffolding):**

The training modules shall include the following:

- i) Industry Induction training.
  - ii) Use and application of scaffolding equipment. Tools and personal protective equipment (PPE).
  - iii) Loading, off-loading and storing scaffolding equipment.
  - iv) Method of marking defective equipment and quarantine areas (see 12.7)
  - v) Preparing scaffolding foundations, and
  - vi) Erecting and dismantling of trestle scaffolds.
- The training stage shall be followed by the period of practical experience of at least six (6) months before commencing the next training stage.

b) **Training syllabus for Assistant to Scaffolding (Scaffolding Fixer):**

The training modules shall include the following:

- i) Erecting and dismantling of mobile static tower scaffolds.
  - ii) Erecting and dismantling of tied-independent scaffolds.
  - iii) Erecting and dismantling of birdcage scaffolds.
  - iv) Erecting and dismantling of ladder access and all three mentioned scaffolds in (a) (b) and (c) above.
  - v) Erecting and dismantling of a protection apron (fan) and
  - vi) Erecting and dismantling of a rubbish chute.
- The training stage shall be followed by the period of practical experience of at least six (6) months before commencing the next training stage.

c) **Training syllabus for Scaffolding Erector:**

The training modules shall include the following:

- i) Erecting and dismantling of barrow ramp.
- ii) Erecting and dismantling of circular scaffolds.
- iii) Erecting and dismantling of cantilever/truss-out scaffold.
- iv) Erecting and dismantling of bridge scaffold.
- v) Erecting and dismantling of drop/hanging scaffold, and
- vi) Interpreting and working from scaffold drawings and sketches.

**Note- It is acceptable that certain scaffold erector skills will be specific to a particular sector. The above training syllabus may therefore be varied at the discretion of the relevant Sector Education and Training Authority (SETA), for example, the scaffolding erector training requirements for the Aircraft Maintenance industry may wish, to include "counter-weighted mobile towers with cantilevered platforms" in the training syllabus, and remove "Barro ramps".**

- The training stage shall be followed by the period of practical experience of at least six (6) months.

d) **Training syllabus for Scaffolding Team Leader who will lead and erecting team:**

The training modules shall include the following:

- i) Basic supervisory skills (first-line supervisory level).
  - ii) Team Leader Skills
  - iii) Communication skills (with both supervisors and subordinates)
  - iv) Counselling for performance of his team members.
  - v) Disciplinary methods and procedures.
  - vi) Organization of work for optimum productivity.
  - vii) Sufficient knowledge of the OHS Act to ensure work team safety and
  - viii) Final checking of work before submitting for inspection.
- The Scaffolding Team Leader shall only be appointed in writing to lead a scaffolding team once he has completed the training required in 16.2.5.1, and his total scaffolding experience exceeds two (2) years and six (6) months.

3.5 **a) Training Syllabus for an Inspector of Scaffolding:**

The training modules shall include the following:

- i) Knowledge of applications and limitations of different types of scaffolding.
- ii) Knowledge of the application and safe working loads of scaffolding components.
- iii) Knowledge of the classification of scaffolding platforms and the loading for scaffolds with multi-level platforms.
- iv) Knowledge of the requirements for stability against overturning of free-standing platforms and of the purpose of scaffolding ties, the maximum spacing of ties, and the various conditions which effect the tie spacing requirements.
- v) Knowledge of the OHS Act requirements, including the application to scaffolding operations of applicable sections of the Act, and the responsibilities the Act places upon persons inspecting scaffolding, and
- vi) Documentation relevant to the inspector's role, including the scaffold inspection register and handover certificates.

**b) Upon completion of the training stage, the inspector shall have sufficient knowledge to reliably determine the following:**

- i) The Fitness of purpose of the equipment used to construct the scaffolding.
- ii) The sustainability of the scaffolding for the usage classification.
- vii) That under the number of working platforms allowed is known by the user.
- viii) The foundations details comply with clause 8 o this part of SANS 10085.
- ix) Where applicable, that scaffolding ties comply with 10.10.3.
- x) That the bracing has been applied in accordance with 10.10.4. and that other appliable requirements.
- xi) Clause 10 for the different types of scaffolding is met.
- xii) That the platforms comply with the requirements of 10.19.
- xiii) That adequate access is provided to the working platforms, either by
  - 1) Ladders which comply with the requirements of 10.7 or
  - 2) Staircase towers linked to working platforms with safe walkways, or
  - 3) An acceptable alternative access method (for example, direct from the structure). which both convenient and safe, and
  - 4) That signs which comply with the requirements of 11.6 have been placed on the scaffold.

**c) The person inspecting a scaffold is required to competent in both the erection and maintenance of scaffolds, and he/she shall be able to instruct the scaffolder in areas where faults have to be corrected.**

- The person shall have knowledge of the abuses that a scaffold can suffer as a result of illegal actions by users and others, and he/she shall be aware of the necessity to look out for instances where scaffolding ties, braces, platforms boards, etc, have removed by a user.

3.6 **Accreditation:**

Training establishments, trainers and certification procedures shall be accredited by the Department of Labour.

**4. PROJECT URGENCY.**

Project Urgency is defined below:

- This service will take place during all operation hours – Foskor runs 24 hour 7 days a week.

**5. DELIVERY OF MATERIALS AND EQUIPMENT:**

- Is the responsibility of the contractor to take delivery, off-load, store and move into their permanent position all equipment and materials covered under this scope. The contractor shall, at its own expense, be responsible for the delivery of important equipment, materials and contractor's plant and equipment in connection with the executions of the work, including but not limited to securing of permits and customs clearances, payment of handling costs, storage costs, releasing costs, transport costs and duties, taxes, imposts, excise and charges of any kind that may be imposed by the South African Government, or any of its agencies and political sub-divisions relating to the supply and delivery of imported plant and equipment, materials and Contractor's plant and equipment to site.

**NB: The Contractor/consulting must clearly state in his tender submission if there is an exclusion on the Foskor Scope (As per the site meeting procurement scope and the site meeting minutes).**

**Failure to state the exclusions will mean that the full Foskor scope is still applicable.**

6. **BATTERY LIMITS – INCLUSIVE AND EXCLUSIONS**

List the boundaries in the terms of equipment (Foskor plant specific). Up to where is it Foskor’s responsibility and where/what is the contractor's responsibility.

13.1 Table OF INCLUSIONS and exclusions

List the boundaries in terms of equipment (Foskor plant specific). Up to where is it Foskor’s responsibility and where/what is the contractor’s responsibility.

| WHO WILL SUPPLY THE FOLLOWING?                                |   |                                    |   |                                                                           |    |                                         |    |                                                                                                                          |    |                                                                                               |   |                                                                                                                                                    |   |
|---------------------------------------------------------------|---|------------------------------------|---|---------------------------------------------------------------------------|----|-----------------------------------------|----|--------------------------------------------------------------------------------------------------------------------------|----|-----------------------------------------------------------------------------------------------|---|----------------------------------------------------------------------------------------------------------------------------------------------------|---|
| FF = FOSKOR, FREE OF CHARGE                                   |   | FC = FOSKOR, AT COST TO CONTRACTOR |   |                                                                           |    | C = CONTRACTOR                          |    |                                                                                                                          |    | N/A = NOT APPLICABLE                                                                          |   |                                                                                                                                                    |   |
| 1. Sanitary                                                   |   | 2. Transport                       |   | 3. Quality                                                                |    | 4. Security                             |    | 5. Lifting and Rigging                                                                                                   |    | 6. Medicals                                                                                   |   | 7. Communication devices                                                                                                                           |   |
| 1.1 Water on site and toilet facilities / janitorial services | C | 2.1 Labour                         | C | 3.1 Plan, Management, QA, QC                                              | C  | 4.1 Site Security                       | C  | 5.1 All rigging equipment (Slings, Chain blocks, turners, etc                                                            | C  | 8.1 Entry and Exit                                                                            | C | 7.1 All communication devices like laptops, computers, networks, radios, cellphones, etc                                                           | C |
| 1.2 Potable connection point                                  | C | 2.2 Materials                      | C | 3.2 All quality test Civil, Paint, Mechanical, etc                        | C  | 4.2 Foskor ID Card                      | C  | 5.2 Rigger                                                                                                               | C  | 8.2 First aid box at place of work                                                            | C |                                                                                                                                                    |   |
| 1.3 Connection to construction water supply                   | C | 2.3 Equipment                      | C | 3.3 Sampling and laboratory testing                                       | C  | 4.3 Personal Items                      | C  | 5.3 Mobile cranes                                                                                                        | C  |                                                                                               |   |                                                                                                                                                    |   |
| 1.4 Change rooms                                              | C | 2.4 All TMMS                       | C |                                                                           |    |                                         |    |                                                                                                                          |    |                                                                                               |   |                                                                                                                                                    |   |
| 8. PPE                                                        |   | 9. Surveying                       |   | 10. Safety File                                                           |    | 11. Training & Authorizations           |    | 12. Site Establishment                                                                                                   |    | 13. Waste management                                                                          |   | 14. Painting                                                                                                                                       |   |
| 8.1 Supply, Issue, inspect and manage                         | C | 9.1 Site Surveys                   | C | 10.1 Foskor will issue template                                           | FF | 11.1 All Required Training              | C  | 13.1 Site office/s with suitable facilities for daily "Green Area" meetings, and lunch area                              | C  | 13.1 Transport all on site to waste to Foskor designated waste sites                          | C | 14.1 All Equipment and tools paint, labour, etc                                                                                                    | C |
|                                                               |   |                                    |   | 10.2 Ensure file conform/ populate to Foskor standards                    | C  | 11.2 Authorisation - As per Foskor COP  | FF | 13.2 Site establishment space                                                                                            | FF |                                                                                               |   |                                                                                                                                                    |   |
| 15. Fuel                                                      |   | 16. Mechanical                     |   | 17. Labour                                                                |    | 18. Compressed air                      |    | 19. Scaffolding                                                                                                          |    | 20. Tools & Equipment                                                                         |   | 21. Training                                                                                                                                       |   |
| 15.1 Fuel Supply                                              | C |                                    |   | 17.1 All labour as per Scope of Work to execute task including management | C  | 18.1 Sandblasting or flash blast        | C  | 19.1 Scaffolding Supply & Erect                                                                                          | FF | 20.1 All Portable Electrical Equipment                                                        | C | 21.1 All required training and training manuals as required to ensure that Foskor can train its workforce and operate the plant / equipment safely | C |
| 15.2 Fuel storage                                             | C |                                    |   |                                                                           |    | 18.2 Compressor                         | C  | 19.2 Scaffolds be managed by the Contractor with proper documentation (request, Erected, Job completed, Demolished, etc) | C  | 20.2 Hot Work Equip as per Foskor COP - Welding Machines, Gas Cutting, Grinding, Gauging, etc | C |                                                                                                                                                    |   |
| 15.3 Fuel fire protection                                     | C |                                    |   |                                                                           |    | 18.3 Air for power tools - If available | C  | 19.3 Cherry Picker's – only if available by pre-booking                                                                  | FF | 20.3 Tools as required to execute task                                                        | C | 21.2 All manuals and related documents to be supplied to project Eng. and Foskor Drawing office for safe keeping                                   | C |
| 15.4 Refuelling                                               | C |                                    |   |                                                                           |    |                                         |    | 19.4Cherry Picker's – Driver Trained and authorised driver                                                               | C  |                                                                                               |   |                                                                                                                                                    |   |
| 22. Certificate s                                             |   | 23. Consumables                    |   | 24. Storage and inventory control                                         |    | 25. Electrical                          |    |                                                                                                                          |    |                                                                                               |   |                                                                                                                                                    |   |
| 22.1 Supply All regulatory and other certificates as required | C | 23.1 Welding rods                  | C | 24.1 Protective coverings/tarpaulin s                                     | C  | 25.1 Generators                         | C  | 25.4 Temporary lighting                                                                                                  | C  | 25.7 Electric panel + distributing wiring                                                     | C |                                                                                                                                                    |   |

| WHO WILL SUPPLY THE FOLLOWING? |  |                                                          |                                    |                                         |   |                              |   |                                                                                                          |                      |                                                  |        |
|--------------------------------|--|----------------------------------------------------------|------------------------------------|-----------------------------------------|---|------------------------------|---|----------------------------------------------------------------------------------------------------------|----------------------|--------------------------------------------------|--------|
| FF = FOSKOR, FREE OF CHARGE    |  |                                                          | FC = FOSKOR, AT COST TO CONTRACTOR |                                         |   | C = CONTRACTOR               |   |                                                                                                          | N/A = NOT APPLICABLE |                                                  |        |
|                                |  | 23.2Bolts & Nuts,etc                                     | C                                  | 24.2 Storage area and inventory control | C | 25.2 Electrical Extensions   | C | 25.5 Power for tools on site from existing FOSKOR electrical supply point (Welding plugs and 220 v plugs | C                    | 25.5 Electrical connection point                 | F<br>F |
|                                |  | 23.3 All other required Consumables to execute the plant |                                    |                                         |   | 25.3. COC Site Establishment | C | 25.6 Connection to Electrical supply                                                                     | C                    | 25.9 Electrical and Instrumentation Installation | C      |

## 7 AS BUILT DRAWINGS

### **As built drawing requirement is defined below:**

As built drawing is required at completion of the installation. This will be done with the Foskor appointed contractors.

Provision will be made in the BOQ for this service once construction commence.

This includes the survey of structures before excavations is closed. The survey data to be given to mining.

**Note! – All drawings to be delivered in AutoCAD electronic format. All drawings to be detailed engineering drawings.**

## 8 QUALITY

- i) The provider must provide the necessary quality management systems and plans to ensure that the of this work complies with the requirements of this scope of work.
- ii) The service provider shall during all phases of construction comply with Foskor approved Quality Assurance Plan.
- iii) The service provider shall be responsible for all the resources required for executing the Quality Management Systems including but not limited to, developing the Quality Assurance Plan and performing the Quality Control measures to ensure that the deliverables comply with the specifications and standards mentioned in the scope of work.
- iv) Any change requests/additional work resulting due to inadequate quality management system will be for the account of the service provider.
- v) Foskor might appoint a third party for Quality Control inspections.
- vi) The Service provider will have to provide an approved quality system for all the work executed.
- vii) This will include the following but is not limited to:
  - a) Quality Plan.
  - b) Quality compliance – Performance and reports.
  - c) Quality surveying.
  - d) Quality Assurance.
  - e) Quality Authorization matrix – part of the Quality plan.
  - f) Quality control.
  - g) 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.
  - h) Includes all test work, laboratories, Filing, etc.
  - i) Survey and survey verification.

- j) Construction versus design-Any Deviations from the approved "Construction Drawings".
- k) Quality communication-What needs to be reported to whom and at that frequency.
- viii) Foskor envisage a complete quality System driven by the Service provider and this systems/plan will be approved by Foskor and the appointed designer (If applicable) before construction/fabrication will be started.
- ix) Compliance to this plan will be measured and failure to adhere to the quality plan will results in the stopping of construction activities until concerns have been addressed. The cost for this delay will be for the service provider's account.
- x) Foskor may appoint a third party to measure and control Foskor's interest in the terms of quality in this contract and the service provider is expected to work in conjunction with this company.
- xi) Hold points will be discussed and finalized with the successful service provider 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 Work, but the service provider will have to submit proof of an experienced quality assurer or relevant qualifications. If the service provider does not have this, it will be required that this service be hired in by the service provider at his cost.

- i) State any specific hold points that are not negotiable here.
- ii) State any other applicable quality that is not in the "Parameters" section.

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

- i) Key step and stages of the work required.
- ii) Tools, Equipment, TMMS, etc.
- iii) Labour requirements, etc.
- iv) Spares. Resources.
- v) Safety requirements.

"WBS is a hierarchical and incremental decomposition of the project into phases, deliverables and work packages. It is a tree structure, which shows a subdivision of effort required to achieve an objective, for example, a program, project, and contract.

This includes arrangements, tools, equipment labour, Tasks, Purchase, Quality, Communication, etc.

### **8.1 QUALITY FILE INDEX:**

The quality file index listed below will be the minimum requirement.

This file must be kept up to date for the duration of the project and will be handed to Foskor project Engineer on completion of the project.

|                                                                                   |                                                     |           |                  |
|-----------------------------------------------------------------------------------|-----------------------------------------------------|-----------|------------------|
|  | <b>QUALITY FILE INDEX</b><br>FOSKOR: TSS - PROJECTS | Doc. No.: | FSK-P-GEN-IX-001 |
|                                                                                   |                                                     | Rev. No.: | 00               |
|                                                                                   |                                                     | Date:     | 12 - July - 2019 |

### **Contents**

|                                                                                                                                               |    |
|-----------------------------------------------------------------------------------------------------------------------------------------------|----|
| Issued for Construction (IFC) drawings – Approved.....                                                                                        | 1  |
| Quality Control Plan (QCP) Approved.....                                                                                                      | 2  |
| Competency of People – Welder Qualifications, Trade, Authorization, Certifications, etc ....                                                  | 3  |
| Designer/Engineers Instructions, Specifications, Approvals, Concessions applied for & approved. Site instructions, Variations and ECO's ..... | 4  |
| Method Statement of contractor– Approved .....                                                                                                | 5  |
| Material orders & Delivery notes.....                                                                                                         | 6  |
| Certificates – Material, Data Sheets, Compliance, Certification, etc .....                                                                    | 7  |
| Test Results – Each Discipline – Test cubes, NDT, etc.....                                                                                    | 8  |
| Request for inspection (RFI).....                                                                                                             | 9  |
| As Built Drawings.....                                                                                                                        | 10 |
| Reports - Survey, etc.....                                                                                                                    | 11 |
| Punchlist/Snag list .....                                                                                                                     | 12 |
| Handover/ Occupations/ Taking over Certificates/Commissioning.....                                                                            | 13 |



**9 ADDITIONAL BOUNDARIES**

N/A

**10 PROJECT DELIVERABLES****10.1 THE DELIVERABLES FOR THIS PROJECT INCLUDE:**

Scaffolding erection and dismantling service requested as per Foskor job card system.

**10.2 DATA BOOKS:**

Scaffolding erection and

N/A

**10.3 MANUALS AND DOCUMENTATION:**

The following must be supplied:

- Material Certification and maintenance records.

**10.4 FORMAT OF DOCUMENTS AND MANUALS:**

Note! All Manuals must be in English.

**10.5 TRANSMITTAL OF DOCUMENTS AND MANUALS:**

Documents and Manuals to be submitted in the following formats:

| <b>Type of Document</b>                    | <b>Hard Copy</b> | <b>Electronic Format</b> |
|--------------------------------------------|------------------|--------------------------|
| Manuals                                    |                  |                          |
| Drawings                                   |                  |                          |
| Reports                                    |                  |                          |
| Data Books                                 |                  |                          |
| Material certificates, Maintenance records | X                |                          |

Hard Copy: Book or binding arch file format and must be durable and of the high quality.

Soft Copy: Manuals, Reports and Data Books-Word, Excel, PDF, etc.

Drawings-AutoCAD.

Storage – Compact Disk or Data traveller.

Language: English

**10.6 PROJECT COMPLETION:**

On project completion, the contractor will issue Foskor with a Handover certificate.

The handover certificate will be accompanied by the following documents:

- 1) Safety File.
- 2) Quality File- Material Certificates and maintenance records.
- 3) Documents/drawings issued by Foskor.

| Drawing or Document No | Title                          | Revision |
|------------------------|--------------------------------|----------|
|                        |                                |          |
|                        |                                |          |
|                        |                                |          |
| <b>Note</b>            | Please read your Scope of Work |          |

## **11 ONSITE SUPERVISION REQUIREMENTS**

- A Foskor work permit before commencement of site work.
- Full time 2.9.2 appointed supervisors will be on this site for the entire duration of site work or every shift. No legal appointee allowed to do tool work.
- A 2.6.1 appointed site manager for overall site management.
- Appointed Safety Officer for the entire duration of site work.

## **12 TENDER DELIVERABLES**

- The deliverables will include: -
- Complete Foskor pricing schedule (BOQ).
- Preliminary method statement to execute the site work.

Note submitting the required documentation or not completing the documentation (Pricing Schedule)

Correctly will lead to a disregard of the tender.

Take not of the tender evaluation documents that needs to be submitted.

## **13 SAFETY**

Service provider to refer to the full and updated Foskor COP's available.

- i) The service provider and sub-service providers need to always comply with the Mine Health and Safety act.
- ii) All Foskor COP's Policies and procedures need to be adhered to.

- iii) A service provider 2.9.2. to permanently on-site.
- iv) Medical, Induction, Foskor ID Card, etc, is approximately R800 per person. Exit medicals needs to be done on termination of the contract.
- v) The successful tenderer will be required to compile a Foskor Work permit and at least 2 weeks should be allocated to this. The service provider must provide the following appointed persons in terms of the MHSA: 2.6.1;2.9.2 and Section 29(1)-SHE REP for the duration of the contract.
- vi) All vehicles and cranes as well as other TMM's to be inspected before entering Foskor Premises.
- vii) All person competencies to be verified before being allowed to work on Foskor premises for a specified task.
- viii) The service provider must compile a Safety File as per Foskor standard for all service providers and subservice providers.
- ix) Site access will need to be controlled and all persons must receive site-specific induction before entering the site.
- x) Conduct inspections as per Foskor Safety System. Analyse data and trends and recommend preventative measures where required.
- xi) Ensure all authorizations are in place as per the Foskor Safety System. Arrangement with Foskor training to be done by the service provider to ensure that authorization and training are conducted. Arrange timeously.
- xii) Ensure all workers competencies are available and have been validated.
- xiii) Ensure proper security, signboards, fencing, and barricading is in place on-site where applicable.
- xiv) The service provider shall in general comply with the FOSKOR General Engineering Specifications, COP's. latest revisions, and relevant regulations.
- xv) The service provider must complete a Baseline Risk Assessment (COP 01) before a work permit can be issued for the installation.
- xvi) All service providers not in possession of a valid Foskor ID card must complete the Foskor induction course and must undergo a medical examination at the Foskor clinic on the service provider account.
- xvii) The service provider shall be responsible for coordinating and integrating his schedule and responsibilities with other FOSKOR appointed contract manager on-site for this Scope of Work.
- xviii) All personnel operating mobile equipment including LDV's must have a Foskor driver's permit.
- xix) An open Pit Licence is required for driving in the mining areas.
- xx) All the required PPE and Safety Equipment are for the service provider account.
- xxi) All service providers must ensure that:
  - a) Their workers are issued with the correct personal protective equipment free of charge.
  - b) That the workers wear the PPE per the project area's requirements or as given by the service provider Supervisor.

- c) Training is provided in the correct use of PPE to workers.
  - d) Daily inspections are done on PPE.
  - e) The registers will be complete at least monthly on findings on PPE. (All PPE must be kept in good condition).
- xxii) All providers of services need to be informed of the following minimum training applies to all service providers (irrespective of the tasks or scope of work) that will enter the Foskor Phalaborwa site with effect from 01 April 2014. This training is not presented by the Foskor Training section and service providers must ensure that the training is sourced through accredited external training companies:
- a) Basic health and safety principles.
  - b) HIRA.
  - c) First Aid Training.
- xxiii) All other training requirements must be aligned with the baseline assessment. Risk identified in the baseline risk assessment will provide guidance on training requirements. A Summary of the training must be completed as well as status on required authorization as per Foskor COP's.
- xxiv) Training certificates will be accepted when complying with the following:
- a) Unit Standard Title.
  - b) Learner Full name.
  - c) Learner ID number.
  - d) Competency achieved.
  - e) Date of Assessment.
  - f) Assessors signature.
  - g) Training provider logo.
  - h) Training provider registration number and accreditation number.
  - i) SETA logo.

## **14 LEGISLATIVE REQUIREMENTS – SUMMARY**

### **14.1 MINIMUM LEGISLATIVE REQUIREMENTS:**

The successful or appointed service provider shall comply with:

- i) The Mine Health and Safety Act with Regulations (Latest revision).

- ii) The National Road Traffic Act with Regulations (Latest revision).
- iii) All applicable national and international legislative requirements and regulations.
- iv) Foskor (Pty) (Ltd). COP (Code of Practice) No.25 for Service Provider Control (Available on request).
- v) Foskor (Pty) (Ltd). COP (Code of Practice) No.59 for Trackless Mobile Machinery (Available on request).
- vi) All Foskor (Pty) (Ltd), Safety, Health, Quality and Environmental procedures applicable to the successful application of the contract. (Available on request).
- vii) All Foskor procedures and policies apply to the successful application of the contract. (Available on request).

#### 14.2 SUMMARISED REQUIREMENTS/EXTRACTS FROM FOSKOR COP'S

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

i) Ensure that their driver/s have a valid driver's license for this specific class of vehicle. Have 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.

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

ii) The appointed service providers shall, before entering into an operating a vehicle or trailer on the Foskor premises.

a) Obtain permission from the Foskor Safety and Security manager to operate their nominated service vehicle/s or trailers on the Foskor site. (Forms will be provided).

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

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

iii) Ensure that their service vehicles/trailers have been inspected (Daily) by the Foskor standard (COP 59) to ensure that they are safe and fit for use. (Forms will be provided).

See Foskor COP 59, Trackless Mobile Machinery for details.

- Before entering and working on Foskor site the appointed service providers shall ensure that their workmen are:

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

ii) Physical, emotionally, and mentally fit to perform their duty.

iii) Issue with the necessary PPE (Personal Protective Equipment) to safely operate their service vehicles and perform the duty of maintaining, servicing, inspecting, and resting earthmoving and mobile equipment.

v) Before commencement of work:

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

b) 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 identification hazards.

Before entering and working on the Foskor site the appointed service provider shall:

- Ensure that their portable electrical equipment have been tested and declared safe for use by the Foskor electrical services workshop.

## **15 PERMIT TO WORK**

Before any on-site work under this contract may commence, the appointed or successful service provider shall obtain a PERMIT TO WORK from Foskor. The following guidelines are provided to assist the appointed service provider in obtaining a PERMIT TO WORK. (See Foskor COP 28 Per it to work and COP 25 Control of Externally Provided Processes, Products and Services (Service provider Control) for details:

- i) The PERMIT TO WORK can be obtained from Safety, and on-site supervisor under Regulation 2.9.2 of the Mines Health and Safety Act.
- ii) Obtain a contract number from Foskor Procurement or Project department.
- iii) Appoint a subordinate manager under Regulation 2.6.1 and an on-site supervisor under Regulation 2.9.2. of the Mines Health and Safety Act.

The appointed subordinate manager and supervisor shall be required to write and pass the Foskor 2.6.1 and 2.9.2. legal examinations with 30 days after the contract have been awarded.

Attend an hour-long legal exam briefing any Thursday between 08:00 and 09:00 at the Security training hall.

Write legal examination any Friday between 07:30 and 10:30 at the Security training hall. (Please book).

- iv) Appoint an on-site SHE-Rep under section 29 (1) of the MHSA to assist Regulation 2.6.1 and 2.9.2. on the daily on-site management of health, safety, and environmental issues.

The designated SHE Rep must have the ability to read, write and express him/himself.

The appointed SHE-Rep shall be required to attend to read, write and express him/herself.

The appointed SHE-Rep shall be required to attend a five-day She-Rep training course within 30 days after being awarded this contract (Training free of charge). Make booking on 015 789 2531.

- v) A pre-requisite for attending the SHE-Rep training course is successful completion of Basic Health and Safety Principles and Hira training.

See Foskor's COP 5 Health and Safety Representatives for details.

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

- vii) All the appointed service providers' on-site employees shall undergo a full medical examination at the Foskor on-site CLINIX Clinic. The clinic can be contracted at 015 789 2427 for an appointed. Please note:

All NEW-and employees LEAVING the service of the appointed service provider must undergo a full entry or exit medical examination.

Woman who are pregnant or suspect that they may be pregnant must notify the examining medical practitioner.

- viii) The appointed service providers designated on-site drivers shall receive competence testing and authorisation to operate vehicles on Foskor site.

- ix) All the appointed service providers 'employees shall receive/have received the following training:

15.1 First Aid Level 1 (Provide own training).

15.2 Working at heights (Provide own training).

15.3 Basic Health & Safety Principles (Provide own training).

15.4 HIRA (Provide own training).

15.5 Basic Firefighting. (Provide own-or receive Foskor training, contact 015 789 2531 for bookings).

15.6 Lock-out, (Provide own or receive Foskor training, contact 015 789 2531 for bookings).

All training not provided by Foskor must be verified by the Foskor training superintendent Mr. Johan Fouche please contact him on 015 789 2525 to make an appointment or email proof of training and certificates to [johanfo@foskor.co.za](mailto:johanfo@foskor.co.za) to confirm compliance before requesting his approval on the PERMIT TO WORK.

- x) All the appointed service providers' on-site employees shall receive the basic Foskor site induction training at the Foskor Security office.
- xi) All the appointed service providers' on-site employees shall receive site-inspection induction training provided by the Foskor are Regulation 2.6.1. appointee/s.
- xii) A BRA (Baseline Risk Assessment) shall be completed by ALL "typical" tasks that will be completed under this contract. The BRA to be approved by the responsible Foskor MHSA 2.13.1 appointee and signed by all the service providers' employees. Make use of Foskor's BRA document, Annexure 1.2, contained in COP 1, Risk and Opportunities Management (Available on request).
- xiii) Attached a detailed SCOPE OF WORK describing the required task and outcome of this contract.
- xiv) All Foskor's appointed MHSA Regulations 2.9.2,2.6.1,2.13.1 and 3.1 a manager must undersign/approve the PERMIT TO WORK.
- xv) Registration and proof of payment under the Compensation for Occupational Injuries and Diseases Act, no. 130 of 1993.The registration number must be provided.
- xvi) SARS issued a tax clearance certificate.
- xvii) All relevant documentation and/or evidence of compliance must be attached to the PERMIT TO WORK.
- xviii) Upon successful completion and approval of the PERMIT TO WORK the Security department will issue the appointed service provider' employees with access ID cards.
- xix) 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 the PERMIT TO WORK.
- xx) The appointed service provider must allow at the least three to ten working days to complete al the PERMIT TO WORK Requirement.

## **16 SAFETY FILE**

The appointment 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 to assist the appointed contractor in compiling a 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 relevant area responsible Safety Representative as indicated by Foskor at the Kick-off meeting.

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

**16.1 Foskor Safety File Index - TYPICAL****Template SHE FILE INDEX: - TYPICAL**

| <u>ISO clause / Description of item</u>                                                                                                                                                                                                                                                                                                                                                                                | <u>File divider</u> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 1. Integrated Management System.<br>Clause 5.1 & 5.2                                                                                                                                                                                                                                                                                                                                                                   | 1                   |
| 2. Policies<br>Clause 5.2: OH&S Policies                                                                                                                                                                                                                                                                                                                                                                               | 2                   |
| 3. COP 1: Foskor risk management<br>Clause 6.1.2.1 & 6.1.2.2: Hazard identification, risk assessment and determining controls.                                                                                                                                                                                                                                                                                         | 3                   |
| 4. COP 88: Objectives, targets, and management programmes<br>Clause 6.2: Objectives and programs                                                                                                                                                                                                                                                                                                                       | 4                   |
| 5. COP 2: Compliance obligations and appointments<br>COP 5: Health and safety representatives,<br>Clause 5.3: Legal and other requirements<br>Clause 5.3 / 7.1: Resources, roles, responsibility, accountability and authority<br>Clause 6.1.3: compliance obligations/ legal and other requirements                                                                                                                   | 5                   |
| 6. COP 15: SHERQ Competency and awareness training<br>Clause 7.2 / 7.3: Competence, training and awareness                                                                                                                                                                                                                                                                                                             | 6                   |
| 7. COP 17: Mobile, technical and process training<br>Clause 7.2 / 7.3: Competence, training and awareness                                                                                                                                                                                                                                                                                                              | 7                   |
| 8. COP 6: SHERQ Committees<br>COP 7: Communication<br>Clause 7.4: Communication, participation, and consultation                                                                                                                                                                                                                                                                                                       | 8                   |
| 9. OCCUPATIONAL HYGIENE<br>COP 42: Lighting: natural and artificial.<br>COP 43: MCOP Occupational health programme on thermal stress<br>COP 44: Sanitation plant hygiene amenities<br>COP 45: MCOP occupational health program on personal Exposure to Air borne Pollutants.<br>COP 64: Ergonomics<br>COP 86: MCOP for Occupation Health Program for noise<br>Clause 8.1.2 Eliminating hazards and reducing OH&S risks | 9                   |
| 10. COP 49: Waste management<br>COP 58: Hazardous chemical substances and control Hazchem and waste management<br>Clause 8.1.2 Eliminating hazards and reducing OH&S risks                                                                                                                                                                                                                                             | 10                  |

|                                                                                 |    |
|---------------------------------------------------------------------------------|----|
| 11. COP 53: Lock out system and usage.                                          |    |
| Clause 8.1.1 General                                                            |    |
| Clause 8.1.2 Eliminating hazards and reducing OH&S risks                        | 11 |
| 12. COP 55: Stair's walkways handrails and Ladders                              |    |
| Clause 8.1 Operational planning and control,                                    |    |
| Clause 8.1.2 Eliminating hazards and reducing OH&S Risk                         | 12 |
| 13. COP 56: Lifting machinery and lifting Tackle.                               |    |
| Clause 8.1 Operational planning and control,                                    |    |
| Clause 8.1.2 Eliminating hazards and reducing OH&S Risk                         | 13 |
| 14. COP 57: Boilers and vessels under pressure work forms                       |    |
| Clause 8.1 Operational planning and control,                                    |    |
| Clause 8.1.2 Eliminating hazards and reducing OH&S Risk                         | 14 |
| 15. COP 59: MCOP for the operation of TMM's                                     |    |
| Clause 8.1 Operational planning and control,                                    |    |
| Clause 8.1.2 Eliminating hazards and reducing OH&S Risk                         | 15 |
| 16. COP 60: Portable electrical equipment checks and registers.                 |    |
| Clause 8.1 Operational planning and control,                                    |    |
| Clause 8.1.2 Eliminating hazards and reducing OH&S Risk                         | 16 |
| 17. COP 61: Earth leakage Relays and checks                                     |    |
| Clause 8.1 Operational planning and control,                                    |    |
| Clause 8.1.2 Eliminating hazards and reducing OH&S Risk                         | 17 |
| 18. COP 62: General Electric installations and machinery in hazardous locations |    |
| Clause 8.1 Operational planning and control,                                    |    |
| Clause 8.1.2 Eliminating hazards and reducing OH&S Risk                         | 18 |
| 19. COP 63: Hand tools                                                          |    |
| Clause 8.1 Operational planning and control,                                    |    |
| Clause 8.1.2 Eliminating hazards and reducing OH&S Risk                         | 19 |
| 20. COP 65: Personal Protective Equipment                                       |    |
| COP 67: MCOP Women in mining PPE                                                |    |
| Clause 8.1 Operational planning and control                                     |    |
| Clause 8.1.2 Eliminating hazards and reducing OH&S Risk                         | 20 |
| 21. COP 69: Maintenance of fire equipment.                                      |    |
| Clause 8.1 Emergency preparedness and response,                                 |    |
| Clause 8.1.2 Eliminating hazards and reducing OH&S                              | 21 |
| 22. COP 72: Firefighting emergency drill and instructions                       |    |
| COP 74 Emergency preparedness and response                                      |    |
| Clause 8.1 Operational planning and control,                                    |    |

|                                                                                                                                                                                                                                                                                                                                       |    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| Clause 8.2 Emergency Preparedness and response                                                                                                                                                                                                                                                                                        | 22 |
| 23. COP 93: MCOP for the safe use of conveyors installation for the transportation of minerals,<br>material or personnel<br>Clause 8.1 Operational planning and control,<br>Clause 8.1.2 Eliminating hazards and reducing OH&S Risk                                                                                                   | 23 |
| 24. COP 94: Hot work<br>Clause 8.1 Operational planning and control,<br>Clause 8.1.2 Eliminating hazards and reducing OH&S Risk                                                                                                                                                                                                       | 24 |
| 25. COP 95: Confined space entry<br>Clause 8.1 Operational planning and control,<br>Clause 8.1.2 Eliminating hazards and reducing OH&S Risk                                                                                                                                                                                           | 25 |
| 26. COP 96: Working on Heights<br>Clause 8.1 Operational planning and control<br>Clause 8.1.2 Eliminating hazards and reducing OH&S Risk                                                                                                                                                                                              | 26 |
| 27. COP 97: Erection and use of scaffolding<br>Clause 8.1 Operational planning and control,<br>Clause 8.1.2 Eliminating hazards and reducing OH&S Risk                                                                                                                                                                                | 27 |
| 28. COP 98: Water safety<br>Clause 8.1 Operational planning and control,<br>Clause 8.1.2 Eliminating hazards and reducing OH&S Risk                                                                                                                                                                                                   | 28 |
| 29. COP 101: MCOP: The right to refuse dangerous work and withdraw from dangerous workplace.<br>Clause 8.1 Operational planning and control<br>Clause 6.1: Actions to address risks and opportunities/Hazard identification, risk assessment.<br>and determining controls.<br>Clause 8.1.2 Eliminating hazards and reducing OH&S Risk | 29 |
| 30. COP 102: MCOP: Risk based emergency care on mine<br>Clause 8.1 Operational planning and control<br>Clause 8.2 Emergency preparedness and response                                                                                                                                                                                 | 30 |
| 31. COP 103: Use of mobile devices on the mine premises<br>Clause 6.1: Actions to address risks and opportunities/Hazard identification, risk assessment and<br>determining controls.<br>Clause 8.1 Operational planning and control<br>Clause 8.2 Emergency preparedness and response                                                | 31 |
| 32. COP 22: SHEQ Inspection<br>Clause 8.1 Operational planning and control<br>Clause 8.2 Emergency preparedness and response                                                                                                                                                                                                          | 32 |

## 33. COP 23: Internal and external audit.

Clause 9.2 Internal audit

Clause 9.2.1 general and 9.2.2 internal audit programme.

33

**Notes:**

1. If a COP is not applicable to your section, please complete and attach the "Not Applicable" form in the space of the COP.
2. Always keep your file neat and clean.
3. A Foskor Representative may add or remove any other Foskor safety, health, quality, and environmental policies and/or procedures deemed applicable.
4. If a COP is not applicable to this contract/project, please complete and attach the "Not applicable" form in the space of the COP.

16.2 **TYPICAL CONTENTS OF SAFETY FILE:**

- i) Title and index cover page.
- ii) A copy of the PERMIT TO WORK.
- iii) A copy of the MHSA Regulation 2.6.1 and -2.9.2 and SHE Rep appointment letters.
- iv) A copy of Foskor COP 25, Service provider control.
- v) Baseline 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.
- vi) Copies of critical task descriptions and standard operating/maintenance procedures.
- vii) Copies of the appointed service providers safety, health, environmental, HIV and AIDS, smoking and waste management policies.
- viii) Training records of all on-site employees.
- ix) Employee records of actual time worked (Normal and overtime).
- x) Copy of on-site induction training.
- xi) Records of inspections of TMM (Trackless Mobile Machinery) and trailers. See Foskor COP 59, Trackless Mobile Machinery for details.
- xii) Records of issues and inspections of PPE (Personal Protective Equipment) and safety equipment. See Foskor COP 65, Personal Protection Equipment for details.
- xiii) Records of issues and inspections of PPE (Personal Protective Equipment) and safety equipment. See Foskor COP 65, Personal Protection Equipment for details.
- xiv) Records of issues and inspections of PEE (Portable Electrical Equipment). See Foskor COP 60, Portable electrical Equipment for details.
- xv) Records of issues and inspections of tools and equipment. See Foskor COP 63, hand tools for details.
- xvi) Records of daily, weekly, and monthly 2.6.1 / SHE Rep safety inspections. See Foskor COP 22, SHE Inspections for details.
- xvii) Records of daily green-area and safety talks. See Foskor COP 7, Communication for details.

- xviii) 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:**

**The bidder / Service provider can obtain updated Foskor COP's and Engineering Specification on request.**

**16.3 Reminder of Risk identification – LIFE SAVING RULES**

- Risk Assessments and clearance certificates.
- Lifting operations
- Working at heights
- Confined space entry
- Positive energy Isolation and lockout
- Moving Machinery
- Personal protective equipment

Risk assessment is applicable to all jobs and training apply to all that will do physical work!

**Additional Safety Aspects**

Contractor to refer to the full and updated Foskor COPs available.

- The contractor and subcontractors need to always comply with the Mine Health and Safety act. All Foskor COP's Policies and procedures needs to be adhered to.
- A contractor 2.9.2 to be permanently on site.
- Medical, Induction, Foskor ID Card, etc. is approximately R800 per Person. Exit medicals need to be done at termination of contract.
- The Successful tenderer will be required to compile a Foskor Work permit and at least 3 weeks should be allocated for this. The contractor must provide the following appointed persons in terms of the MHSA: 2.6.1; 2.9.2 and Section 29(1) – SHE REP for the duration of the contract.
- All vehicles and cranes and other TMM's to be inspected before entering Foskor Premises.
- All electrical tools need to be certified and inspected before use at the Main Electrical workshop.

- All person competencies to be verified before being allowed to work on Foskor premises for a specific task.
- The contractor must compile a Safety File as per Foskor standard for all contractors and sub-contractors.
- Site access will need to be controlled and all persons must receive site specific induction before entering the site.
- Conduct inspections as per Foskor Safety System. Analyse data and trends and recommend preventative measures where required.
- Ensure all authorizations are in place as per the Foskor Safety System. Arrangement with Foskor training to be done by the contractor to ensure that authorization and training is conducted. Arrange timeously.
- Ensure all workers competencies are available and have been validated.
- Ensure proper security, sign boards, fencing and barricading is in place on site where applicable.
- The contractor shall in general comply with the FOSKOR General Engineering Specifications, COP's, latest revisions and all relevant regulations.
- The contractor must complete a Baseline risk assessment (COP 26) before a work permit can be issued for the installation / repairs.
- All contractors not in possession of a valid Foskor ID card have to complete the Foskor induction course and have to undergo a medical examination at the Foskor clinic for the contractor's account, the site-specific induction is also required.
- The contractor shall be responsible for coordinating and integrating his schedule and responsibilities with other FOSKOR appointed contract manager on site for this Scope of Work.
- All personnel operating mobile equipment including LDV's must have a Foskor driver's permit.
- All the required PPE and Safety Equipment are for the contractor's account.
- All contractors must ensure that:
  - His workers are authorized and issued with the relative ID cards.

- His workers are issued with the correct personal protective equipment free of charge.
  - That the workers wear the PPE in accordance with the project area's requirements or as given by the Supervisor.
  - Training is provided in the correct use of PPE to workers.
  - Daily inspections are done on PPE.
  - The registers will be complete at least monthly on findings on PPE. (All PPE must be kept in good condition)
  - All tools, lifting equipment to be inspected and updated in the safety file.
- All providers of services need be informed of the following minimum training is applicable to all contractors (irrespective of the tasks or scope of work) that will enter Foskor Phalaborwa site with effect from 1 April 2014. This training is not presented by Foskor Training section and service providers must ensure that the training is sourced through **accredited** external training companies:
    1. Basic health and safety principles.
    2. HIRA.
    3. First Aid Training.
  - All other training requirements must be aligned with the baseline risk assessment. Risks identified in the baseline risk assessment will guide the requirements for training. A summary of the training must be completed as well as status on required authorization as per Foskor COP's. Except for the minimum training requirement, all other training will be provided by the Foskor Training department and should be booked in advance.
- Note:** See Attached extracts from Foskor COP's.
- Note:** You need a Foskor Driving license and your vehicle needs to be inspected for Road worthiness before allowed inside the mine. You need an open pit license to drive in the Mine open pit area.
- Note:** **Contractor can obtain an updated CD/Disk with all Foskor COPs from Projects at request**
- **All the required PPE, Safety Equipment is for the CONTRACTOR's account.**

## 16.4 MINIMUM CRITERIA FOR PERMITTING CONTRACTORS ON SITE

### A. Background

Foskor (Pty) Ltd would like to ensure that all contractors are aligned with our goals to improve our SHEQ performance whilst ensuring compliance with the legal framework in which Foskor operate.

To achieve this, Foskor would like to draw attention to some of the minimum requirement that must be in place before any order is placed with a supplier of services without limiting or distracting from the full SHEQ requirements, Engineering Standards or Codes of Practices.

The requirements (both commercial and safety) must therefore be read in harmony and implemented without conflicting or compromising each other. This document is designed to communicate to all contractors as well as Foskor departments the absolute minimum requirement that is needed to ensure compliance with the Foskor standards as well as the MHSA. The requirements for permitting suppliers on site will differ depending on a number of considerations such as the nature of the services, consideration for the health and safety risk as per the scope of work, the reason for inclusion on the data base and the capacity.

The guidelines is applicable to all contractor that perform work on the Foskor Phalaborwa site for a duration exceeding 5 days per year (either continuous or total days)

### B. Scope of Work

The scope of work determines the nature of the services that is procured and thus the absolute minimum requirement that is needed to ensure compliance with the Foskor standards as well as the MHSA. It is therefore imperative that clearly define the SHEQ requirements in enough detail at the start of the procurement process, namely in the scope of work.

### C. SHEQ Requirements

Legal Appointments required as per Scope of Work

The scope of work must clearly define the level of supervision that the work will require. This will also determine the required legal appointments for each contract. Guiding factors normally include the length of the contract, the size of the team/teams and the baseline risk assessment.

### D. PPE

Any contractor that does not provide employees with his/her own personal protective equipment, use it incorrectly or use damaged equipment in the opinion of an authorised Foskor official, will be prevented from starting or continuing the work.

All contractors must ensure that:

- His workers are issued with the correct personal protective equipment free of charge.

- That the workers wear the PPE in accordance with the project area's requirements or as given by the Supervisor.
- Training is provided and records of training are kept in the correct use of PPE to workers.
- Daily inspections are done on PPE.
- The registers will be complete at least monthly on findings on PPE. (All PPE must be kept in good condition).

#### **E. TRAINING**

Prospective service providers, who intend to tenders/quotes, must be informed that evidence must be provided that employees received the minimum training in Safety, Health and Environmental issues and submit this with their tender or quotation.

All providers of services need be informed of the following minimum training is applicable to all contractors (irrespective of the tasks or scope of work) that will enter Foskor Phalaborwa site with effect from 1 April 2014. This training is not presented by Foskor Training section and service providers must ensure that the training is sourced through accredited SETA external training companies:

- Basic health and safety principles
- HIRA
- First Aid Training

All other training requirements must be aligned with the baseline risk assessment as defined in the scope of work. Risks identified in the baseline risk assessment will guide the requirements for training. As an example, if work entails working with overhead cranes, the employee/s need to be trained in lifting equipment and lifting tackle. The Foskor COP (COP 56) however also required that the person/s is not only trained, but also authorised to perform lifting tasks.

Training matrix (see Annex 2) is a summary of the training completed as well as status on required authorization as per Foskor COP's, except for the minimum training requirement.



17.2 Specifications, Codes, Standards and Regulations

The latest edition of the South African National Standards in effect at the date of projects design shall establish the minimum requirements for design, materials, and construction. This should be referenced with the Foskor General Engineering specifications and requirements of the Foskor SHERQ system (COP's). No work shall be contemplated which is in breach of any legislation in South Africa – Typically but not limited to:

- Water License - 04/B72K/ACGIJ/962 Requirements
- Occupational Health and Safety Act (Act 85 of 1993)
- Mine Health and Safety Acts and regulations (Act 29 of 1996)
- Explosive Acts and Regulations - South Africa
- DWS and the National Water Act.
- Foskor COP's and applicable General SHEQ Requirements
- Foskor Engineering Specifications
- Chamber of Mines / Mine Council SHEQ Requirements (Milestones)
- Atmospheric Emissions Licence - 13/2/AEL-02 Requirements
- The latest revisions of the SANS standardized specifications and Foskor Specifications as applicable at the time of quotation shall apply to this contract.

**Note!** The equipment to be capable of continuous operation 24 hrs/day, 365 days/year with operating availability equal to 100%.

17.3 Site Geography

The plant is located at Phalaborwa, Limpopo, South Africa

17.4 Ambient conditions

- Ambient temperature

|        |            |           |
|--------|------------|-----------|
| Summer | 35 °C Avg. | 50 °C Max |
| Winter | 17 °C Avg. | 2 °C Min  |

- Site Altitude: 380 m
- Prevailing wind direction: Generally South Easterly - Maximum design velocity 40 m/s (144 km/h)
- Very dusty conditions
- Average annual rainfall = 540 mm

- 17.5 Foskor General Engineering Specifications (should be consulted before finalization of any design or specification)

|  Name                                                  | Modified           | Modified By                              |
|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------------------------------|
|  Engineering Specification Index                       | ... 15 April, 2016 | <input type="checkbox"/> Khayelihle Pepu |
|  GS001 - General Design Information - Rev 1            | ... 15 April, 2016 | <input type="checkbox"/> Khayelihle Pepu |
|  GS002 - Engineering Drawings - Rev 0                  | ... 15 April, 2016 | <input type="checkbox"/> Khayelihle Pepu |
|  GS003 - Quality Control Procedures - Rev 0            | ... 15 April, 2016 | <input type="checkbox"/> Khayelihle Pepu |
|  GS005 - Concrete and Formwork - Rev 0                 | ... 15 April, 2016 | <input type="checkbox"/> Khayelihle Pepu |
|  GS007 - Plate work - Rev 0                            | ... 15 April, 2016 | <input type="checkbox"/> Khayelihle Pepu |
|  GS008 - Welding procedures - Rev 0                  | ... 15 April, 2016 | <input type="checkbox"/> Khayelihle Pepu |
|  GS009 - Structural fabrication and erection - Rev 0 | ... 15 April, 2016 | <input type="checkbox"/> Khayelihle Pepu |
|  GS011- Piping - Rev 0                               | ... 15 April, 2016 | <input type="checkbox"/> Khayelihle Pepu |
|  GS012 - Pressure vessels - Rev 0                    | ... 15 April, 2016 | <input type="checkbox"/> Khayelihle Pepu |
|  GS013M - Painting and Protective Coatings           | ... 15 April, 2016 | <input type="checkbox"/> Khayelihle Pepu |
|  GS014 - Rubberlining - Rev 0                        | ... 15 April, 2016 | <input type="checkbox"/> Khayelihle Pepu |
|  GS015 - Fencing - Rev 0                             | ... 15 April, 2016 | <input type="checkbox"/> Khayelihle Pepu |
|  GS016 - Roofing and side cladding - Rev 0           | ... 15 April, 2016 | <input type="checkbox"/> Khayelihle Pepu |
|  GS017 - Fuel - Rev 0                                | ... 15 April, 2016 | <input type="checkbox"/> Khayelihle Pepu |
|  GS018 - Lubrication - Rev 0                         | ... 15 April, 2016 | <input type="checkbox"/> Khayelihle Pepu |
|  GS019 - Liquid containemt bund walls - Rev 0        | ... 15 April, 2016 | <input type="checkbox"/> Khayelihle Pepu |
|  GS020 - General purpose valves - Rev 0              | ... 15 April, 2016 | <input type="checkbox"/> Khayelihle Pepu |
|  GS021 - Gearboxes - Rev 0                           | ... 15 April, 2016 | <input type="checkbox"/> Khayelihle Pepu |
|  GS022 - Chainblocks and lever hoists - Rev 0        | ... 15 April, 2016 | <input type="checkbox"/> Khayelihle Pepu |
|  GSI-004 - Field Instrumentation Standards           | ... 15 April, 2016 | <input type="checkbox"/> Khayelihle Pepu |

Service provider /Contractor /Supplier - Please ensure that you have the latest copy of the specifications before any activity is committed.

## **18 LIAISON AND CO-OPERATION WITH OTHERS**

- The CONTRACTOR/ SERVICE PROVIDER shall be required to co-operate and liaise with Foskor appointed Project Manager.
- The CONTRACTOR/ SERVICE PROVIDER must note that construction is within an operational plant.
- The CONTRACTOR/ SERVICE PROVIDER may appoint a Foskor approved sub-contractor.
- The CONTRACTOR/ SERVICE PROVIDER shall be required to work in conjunction with the Foskor appointed structural-, electrical-, equipment- and instrumentation installation contractor – if applicable.

## **19 GENERAL CONDITIONS – COMMERCIAL**

### **19.1 EXTENSIONS, PENALTIES AND RETENSIONS.**

- Extension on the promised completion or milestone date may be requested but needs to be approved by Foskor. The contractor should be in possession of a formal document issued via Foskor Procurement indicating that this request was approved.
- Any additional works not defined in the order needs to be approved by Foskor in writing before any work commence.

| <b>Description</b>          | <b>Condition</b>                                                       | <b>Duration</b> |
|-----------------------------|------------------------------------------------------------------------|-----------------|
| Penalties for late delivery | 2% per week up to maximum of 10%                                       | 5 Weeks         |
| Performance Bond            | 5 %                                                                    |                 |
| Retention                   | 0                                                                      |                 |
| Type of Contract            | Foskor standard terms and conditions                                   |                 |
| Tender price validity       | 180 days                                                               |                 |
| Escalation                  | As defined by Procurement documentation<br><b>As defined by bidder</b> |                 |

All delays must be immediately brought under the attention of the section engineer and the responsible party agreed upon immediately.

## 19.2 AFTER SALES SERVICE OR REQUIREMENTS

After sales service requirements are listed below:

- **Not applicable**

## 19.3 INVOICES DUE DATES

As defined and indicated by Procurement:

## 2 GREEN ECONOMY / CARBON FOOTPRINT

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

## 3 GENERAL SERVICE PROVIDER OBLIGATIONS

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

## 4 EVALUATION METHODOLOGY

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

| STAGE 1:<br>TEST FOR RESPONSIVENESS |                                             | STAGE 2                                               | STAGE 3                   |                                        |                                  |
|-------------------------------------|---------------------------------------------|-------------------------------------------------------|---------------------------|----------------------------------------|----------------------------------|
| Step 1                              | Step 2                                      | Step 3                                                | Step 4                    | Step 5                                 | Step 7                           |
| Administrative responsiveness       | Substantive responsiveness                  | MINIMUM THRESHOLDS                                    | Weighted scoring / 100*** |                                        |                                  |
| Returnable documents/schedules      | Pre-qualification<br>Respondent's Signature | Functionality/ technical<br>70 %<br>Minimum Threshold | Price (80)                | Post tender negotiation with preferred | Date & Company Stamp<br>Award of |

**Technical Pre-qualification  
Criteria/minimum  
requirements:**

- Tax Compliance certificate
- BBBEE Certificate
- COIDA

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

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

**4.1 STEP ONE: Test for Administrative Responsiveness**

The test for administrative responsiveness will include the following:

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

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

**4.2 STEP TWO: Test for Substantive Responsiveness to RFP**

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

| Check for substantive responsiveness                                                                                                                                                                                                                    | RFP Reference    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <ul style="list-style-type: none"> <li>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 tender, the following information is required.</li> </ul>       | <i>Section 4</i> |
| <ul style="list-style-type: none"> <li>The following tender evaluation criteria will be used for adjudicating the Contractor submitted tender.</li> </ul>                                                                                               |                  |
| <ul style="list-style-type: none"> <li>Please provide the required documentation as requested in the "Proof/documents to be submitted" column. Please be specific when submitting documents by ensuring that they answer the item specified.</li> </ul> |                  |
| <ul style="list-style-type: none"> <li>Please provide the required documentation as requested in the "Proof/documents to be submitted" column. Please be specific when submitting documents by ensuring that they answer the item specified.</li> </ul> |                  |
| <ul style="list-style-type: none"> <li>Please use the annexure number as indicated to identify the proof submitted.</li> </ul>                                                                                                                          |                  |
| <ul style="list-style-type: none"> <li>Failure to submit the relevant documentation as requested in the Evaluation criteria document may lead to a disregard of the submitted tender.</li> </ul>                                                        |                  |

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

**4.3 STEP THREE: Minimum Threshold 70 % for Technical Criteria**

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

|    | Evaluation Criteria (Technical)                                              |                    |                                   |
|----|------------------------------------------------------------------------------|--------------------|-----------------------------------|
|    | Scaffolding erection and dismantling service on Foskor Mine site             |                    |                                   |
| No | Technical Criteria Description                                               | Point Contribution | Proof / documents to be submitted |
| 1  | Experience & Team competence - <u>Section Weight not to be less than 25%</u> | MANDATORY          |                                   |

|          |                                                                                                                                                                                                                                                                  |           |                                                                                                                                                                                                                                                                                                                                                                                              |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a)       | <p>Company - Previous scaffolding erection and dismantling in a mining environment.</p> <p><b>Scoring:</b></p> <p><b>1 - 2 years = 5</b></p> <p><b>3 years = 10</b></p> <p><b>4 years and More = 20</b></p>                                                      | <b>20</b> | <p>Give reference list of projects, with values and contact numbers for verification.</p> <p><i>Annexure B</i></p>                                                                                                                                                                                                                                                                           |
| <b>2</b> | <b>Company Capacity – <u>Weight not to be less than 25%</u></b>                                                                                                                                                                                                  | MANDATORY |                                                                                                                                                                                                                                                                                                                                                                                              |
| b)       | <p>Company ability to provide at least 180 tons of scaffold to a specific company that can be allocated to Foskor site.</p> <p><b>Scoring:</b></p> <p><b>Lease Scaffolding = 0,</b></p> <p><b>Own scaffolding 180 tons = 10;</b></p> <p><b>250 tons = 15</b></p> | <b>15</b> | <p>Provide asset register with a minimum of 180 tons of scaffolding material.</p> <p><i>Annexure D</i></p>                                                                                                                                                                                                                                                                                   |
| c)       | <p>Contractor assets</p> <p><b>Scoring:</b></p>                                                                                                                                                                                                                  | <b>15</b> | <p>Company asset list.</p> <p>Focus is on transport equipment for moving persons on a mine and moving scaffolding to and from site. The Foskor site layout is taken into account from Mining to tailings as well as the condition of the roads – Management TMM's as well as team and Scaffolding delivery TMMS. Equipment to maintain Scaffolding.</p> <p>List Assets that will be used</p> |

|          |                                                                                                                                                                                                                                                                                                                                                                                                     |           |                                                                                                                                                                                                                                                                                                                       |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>No equipment =; Partial Equipment = 7.5; All Relevant Equipment = 15</b>                                                                                                                                                                                                                                                                                                                         |           | <u>Annexure E</u>                                                                                                                                                                                                                                                                                                     |
| d)       | <p>Management team, Organogram indicating names, positions, for this contract. CVS's. <b>Add method statement separately.</b></p> <p><b>Scoring:</b></p> <p><b>No adequate management compliment = 0; Adequate team complement Organogram with some skills Not all appointees indicated = 5; Adequate team complement Organogram with skills = 10</b></p>                                           | <b>10</b> | <p>Submit organogram with names, position, and skills. CV of management and safety officer.</p> <p>Who will carry the 2.6.1 appointment? Safety officer, management structure, etc</p> <p><u>Annexure F – 1</u></p>                                                                                                   |
| e)       | <p>Adequate Team Compliment for the teams. Indicate who will be the 2.9.2 supervisor, Team members - Competency verification against SANS standards.</p> <p><b>Scoring:</b></p> <p><b>No adequate supervisor and worker's compliment. Information not indicating compliance to SANS = 0; Adequate team complement Organogram with relevant supervisors and training compliance to SANS = 15</b></p> | <b>20</b> | <p>Ensure enough competent persons is indicted. List all team supervisors that will carry the 2.9.2 -appointment. Full CV.</p> <p>List all the team members per supervisor with summary CV per person (One page) - Indicate position and compliance to SANS training and competency.</p> <p><u>Annexure F - 2</u></p> |
| <b>5</b> | <b>Site Establishment</b>                                                                                                                                                                                                                                                                                                                                                                           |           |                                                                                                                                                                                                                                                                                                                       |
| f)       | Contractor must submit a project plan indicating lead time for all                                                                                                                                                                                                                                                                                                                                  | <b>5</b>  | Submit project implementation plan indicating timelines.                                                                                                                                                                                                                                                              |

|    |                                                                                                                                                                                                    |            |                                                      |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------------------------------------------|
|    | <p>material and personal to be onsite and ready to start working.</p> <p><b>Lead time 0 to 3 months = 5</b></p> <p><b>Lead time of more than 3 months = 2.5</b></p> <p><b>No Lead time = 0</b></p> |            | <i>Annexure G</i>                                    |
|    | <b><u>NB! - List items defined by Procurement</u></b>                                                                                                                                              |            |                                                      |
|    |                                                                                                                                                                                                    |            |                                                      |
| 6  | <b>Safety</b>                                                                                                                                                                                      |            |                                                      |
| g) | <p><b>Safety statistics</b></p> <p>Company safety statistics</p> <p><b>No Safety Stats = 0</b></p> <p><b>Poor = 1</b></p> <p><b>Fair = 2.5</b></p> <p><b>Good = 5</b></p>                          | <b>5</b>   | <p>Provide information.</p> <p><i>Annexure H</i></p> |
|    |                                                                                                                                                                                                    | <b>100</b> |                                                      |
|    |                                                                                                                                                                                                    |            |                                                      |
|    | <p><b>Note: For the bid to be considered the bidder needs to score 70% and above and comply to all mandatory requirements</b></p>                                                                  |            |                                                      |

**Mandatory Requirements: NB//**

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

| NO       | Pre-Qualification Requirements          | Comments                 |
|----------|-----------------------------------------|--------------------------|
| <b>1</b> | The company will have CIDB 5 SL         | CIDB Grading Certificate |
|          | <p><b>Scoring:</b></p> <p>Yes or no</p> |                          |

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

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

#### 4.4 STEP FOUR: Evaluation and Final Weighted Scoring

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

| Evaluation Criteria | RFP Reference |
|---------------------|---------------|
| • Commercial offer  | Section 4     |

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

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

Where:

|           |   |                                       |
|-----------|---|---------------------------------------|
| $Ps$      | = | Score for the Bid under consideration |
| $Pt$      | = | Price of Bid under consideration      |
| $P_{min}$ | = | Price of lowest acceptable Bid        |

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

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

#### 4.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

| Thresholds | Minimum Threshold |
|------------|-------------------|
| Technical  | 70%               |

| Evaluation Criteria | Final Weighted Scores |
|---------------------|-----------------------|
| Price               | 80                    |
| B-BBEE - Scorecard  | 20                    |
| <b>TOTAL SCORE:</b> | <b>100</b>            |

#### 4.6 STEP FIVE: Post Tender Negotiations (if applicable)

- Respondents are to note that Foskor may not award a contract if the price offered is not market related. In this regard, Foskor reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
  - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,

- negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Foskor conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Foskor based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

#### **4.7 STEP SIX: Award of business and conclusion of contract**

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

**SECTION 4: PRICING SCHEDULE OF QUANTITIES OR BOQ**

*Respondents are required to complete the table below:*

**Provide Scaffolding Erection and dismantling service:**

**All items of expense to be Included in Pricing Schedule, including but not limited to:**

- a. All labour and supervision, including transport, accommodation, meals, etc.
- b. All expertise, skill and technical support, Supervision, Administration, Safety, etc.
- c. Cost for any subservice providers/service providers used.
- d. Design, supply fabricate and installation of required Scope items.
- e. Cost and supply of all tools and machinery required to successfully install and commission the OHC.
- f. Wastage/Cut Off to be included in the rates, Sum prices.
- g. All consumables required to Execute the work as per the Scope, Pricing Schedule (Bolts, nuts, Welding Rods, Gas Cutting, consumables, etc)
- h. All Lighting and electrical extensions requirements to execute the work.
- i. Basic Cleaning of Spillages to execute the work.
- j. All Supervision, Transport, Site Security, etc
- k. All Safety Related items required to execute the task (Work Permit, PPE, Training, Medicals, etc)

| No         | Description                                                                                 | Price / m <sup>2</sup> |
|------------|---------------------------------------------------------------------------------------------|------------------------|
|            | <b>SCAFFOLDING MATERIAL PORTION - Includes material, maintenance of material, transport</b> |                        |
|            | <b>INDEPENDENT SCAFFOLDING -1.3M</b>                                                        |                        |
| <b>1</b>   | <b>STANDARD WIDTH AND LONGER THAN 2.5M</b>                                                  |                        |
| <b>1,1</b> | 0-10 meter high                                                                             |                        |
| <b>1,2</b> | 11-20 meter high                                                                            |                        |
| <b>1,3</b> | 21-30 meter high                                                                            |                        |
| <b>1,4</b> | 31-50 meter high                                                                            |                        |
| <b>1,5</b> | Material hires rates per week after one week m/d                                            |                        |
| <b>2</b>   | <b>TOWERS PER RISING METER</b>                                                              |                        |
| <b>2,1</b> | 0-10 meter high                                                                             |                        |

Respondent's Signature

Date & Company Stamp

|            |                                                      |                        |
|------------|------------------------------------------------------|------------------------|
| <b>2,2</b> | 11-20 meter high                                     |                        |
| <b>2,3</b> | 21-30 meter high                                     |                        |
| <b>2,4</b> | 31-50 meter high                                     |                        |
| <b>2,5</b> | Material hires rates per week after one week m/d     |                        |
| <b>3</b>   | <b>BIRD CAGE SCAFFOLDING</b>                         |                        |
| <b>3,1</b> | 0-10 meter high                                      |                        |
| <b>3,2</b> | 11-20 meter high                                     |                        |
| <b>3,3</b> | 21-30 meter high                                     |                        |
| <b>3,4</b> | 31-50 meter high                                     |                        |
| <b>3,5</b> | Material hires rates per week after one week m/d     |                        |
| <b>4</b>   | <b>BOARDED PLATFORMS</b>                             |                        |
| <b>4,1</b> | 0-10 meter high                                      |                        |
| <b>4,2</b> | 11-20 meter high                                     |                        |
| <b>4,3</b> | 21-30 meter high                                     |                        |
| <b>4,4</b> | 31-50 meter high                                     |                        |
| <b>4,5</b> | Material hires rates per week after one week m/d     |                        |
|            | <b>SCAFFOLDING LABOUR PORTION</b>                    |                        |
| <b>5</b>   | <b>Schedule of day work rates-callouts / standby</b> | <b>Per Hour Normal</b> |
| <b>5,1</b> | General Workers                                      |                        |
| <b>5,2</b> | Scaffold fixers                                      |                        |
| <b>5,3</b> | Scaffold erector                                     |                        |

|            |                                                                                                                    |             |
|------------|--------------------------------------------------------------------------------------------------------------------|-------------|
| <b>5,4</b> | Scaffold Team leader                                                                                               |             |
| <b>5,5</b> | Inspector of Scaffold                                                                                              |             |
| <b>5,6</b> | Professional Structural Engineer                                                                                   |             |
| <b>5,7</b> | Call out minimum rate                                                                                              |             |
| <b>6</b>   | <b>PRELIMINARY AND GENERAL</b>                                                                                     | <b>UOM</b>  |
| <b>6,1</b> | P&Gs - Includes management, administration, legal insurance management, transport, licenses, safety management etc | <b>Year</b> |
|            | Site Establishment                                                                                                 | Sum         |
|            | Site De Establishment                                                                                              |             |
|            | <b>TOTAL OF P&amp;Gs</b>                                                                                           |             |
|            |                                                                                                                    |             |
|            |                                                                                                                    |             |
|            | <b>COMPANY</b>                                                                                                     |             |
|            | <b>Tender Value</b>                                                                                                |             |
|            | <b>TOTAL PRICE, exclusive of VAT:</b>                                                                              |             |
|            | <b>VAT 15% (if applicable)</b>                                                                                     |             |
|            | <b>Total Inclusive of VAT (where applicable)</b>                                                                   |             |

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

**Notes to Pricing:**

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

If a market-related price is not agreed with the Respondent scoring the third highest points, Foskor must cancel the RFP.

Respondent's Signature

Date & Company Stamp

- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by Foskor.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- e) 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) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 2, clause 1]

|            |  |
|------------|--|
| <b>YES</b> |  |
|------------|--|

## 1. DISCLOSURE OF CONTRACT INFORMATION

### Prices Tendered

Respondents are to note that, on award of business, Foskor may be required to publish the tendered prices of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)), as required per National Treasury Instruction Note 01 of 2015/2016.

### Johannesburg Stock Exchange Debt Listing Requirements

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

### Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)

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

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

Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

|                                                                                                                                                                                                                                                                                                                    |  |                                       |  |                                          |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------|--|------------------------------------------|--|
| 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. |  |                                       |  |                                          |  |
| <b>Is the Respondent</b><br>(Complete with a "Yes" or "No")                                                                                                                                                                                                                                                        |  |                                       |  |                                          |  |
| <b>A DPIP/FPPO</b>                                                                                                                                                                                                                                                                                                 |  | <b>Closely Related to a DPIP/FPPO</b> |  | <b>Closely Associated to a DPIP/FPPO</b> |  |
| <b>List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.</b>                                                                                                                                                                    |  |                                       |  |                                          |  |

| No | Name of Entity / Business | Role in the Entity / Business (Nature of interest/ Participation) | Shareholding % | Registration Number | Status (Mark the applicable option with an X) |            |
|----|---------------------------|-------------------------------------------------------------------|----------------|---------------------|-----------------------------------------------|------------|
|    |                           |                                                                   |                |                     | Active                                        | Non-Active |
| 1  |                           |                                                                   |                |                     |                                               |            |
| 2  |                           |                                                                   |                |                     |                                               |            |
| 3  |                           |                                                                   |                |                     |                                               |            |

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

## 2. RISK

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

### 2.1 Quality and specification of Services delivered:

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Name \_\_\_\_\_

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

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

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

**SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS**

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

*[name of entity, company, close corporation or partnership] of [full address]*

\_\_\_\_\_

carrying on business trading/operating as

represented by \_\_\_\_\_

in my capacity as \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
Respondent's Signature\_\_\_\_\_  
Date & Company Stamp

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

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

Furthermore, I/we agree to a penalty clause/s which will allow Foskor to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of the Goods/Services due to non-performance by ourselves, , etc.

I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide Foskor with cause for cancellation.

#### **ADDRESS FOR NOTICES**

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi et executed* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its *domicilium cited et executed* hereunder:

Name of Entity:

\_\_\_\_\_

Facsimile: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

#### **NOTIFICATION OF AWARD OF RFP**

As soon as possible after approval to award the contract(s), the successful Respondent [**the Service provider**] will be informed of the acceptance of its Proposal. Foskor will also publish the outcome of the tender, including successful and unsuccessful bidders, in the National Treasury e-tender portal. Any unsuccessful bidder has a right to request reasons for the bid not to be successful and Foskor has a duty to provide those reasons on receipt of the request from the bidder.

#### **VALIDITY PERIOD**

Foskor requires a validity period of 180 Business Days [**20 September 2024**] against this RFP, excluding the first day and including the last day.

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

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

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

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

(i) Registration number of company / C.C. \_\_\_\_\_

(ii) Registered name of company / C.C. \_\_\_\_\_

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

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## RETURNABLE DOCUMENTS

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

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

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

### a) Mandatory Returnable Documents

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

| MANDATORY RETURNABLE DOCUMENTS | SUBMITTED<br>[Yes/No] |
|--------------------------------|-----------------------|
| Tax Certificate                |                       |
| BBBEE Certificate              |                       |
| BBBEE Certificate              |                       |
| COIDA                          |                       |

Respondent's Signature

Date & Company Stamp

**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:

| <b><u>RETURNABLE DOCUMENTS USED FOR SCORING</u></b>                                                                                                                                                   | <b>SUBMITTED<br/>[Yes or No]</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| 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 tender, the following information is required.       |                                  |
| The following tender evaluation criteria will be used for adjudicating the Contractor submitted tender.                                                                                               |                                  |
| Please provide the required documentation as requested in the "Proof/documents to be submitted" column. Please be specific when submitting documents by ensuring that they answer the item specified. |                                  |
| Please provide the required documentation as requested in the "Proof/documents to be submitted" column. Please be specific when submitting documents by ensuring that they answer the item specified. |                                  |
| Please use the annexure number as indicated to identify the proof submitted.                                                                                                                          |                                  |
| Failure to submit the relevant documentation as requested in the Evaluation criteria document may lead to a disregard of the submitted tender.                                                        |                                  |

**c) Essential Returnable Documents:**

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

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

| <b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>                                                                                                 | <b>SUBMITTED<br/>[Yes or No]</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement |                                  |
| Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years                            |                                  |
| SECTION 1: SBD1 FORM                                                                                                                                  |                                  |
| SECTION 5: Proposal Form and List of Returnable documents                                                                                             |                                  |
| SECTION 6: Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents                                                            |                                  |
| SECTION 7: RFP Declaration and Breach of Law Form                                                                                                     |                                  |
| SECTION 9: B-BBEE Preference Claim Form                                                                                                               |                                  |
| SECTION 10: Certificate of attendance of compulsory RFP Briefing                                                                                      |                                  |
| SECTION 11: Protection of Personal Information                                                                                                        |                                  |
| CSD Registration report                                                                                                                               |                                  |

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

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

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

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

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

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

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

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

|   |                                            |
|---|--------------------------------------------|
| 1 | Foskor's Terms and Conditions – Annexure A |
| 2 | Supplier Integrity Pact – Annexure B       |
| 3 | Non-disclosure Agreement – Annexure D      |
| 4 | General Bid Conditions -Annexure E         |

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

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

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

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

---

Respondent's Signature

---

Date & Company Stamp

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

**SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM**

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

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

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

\_\_\_\_\_  
Respondent's Signature\_\_\_\_\_  
Date & Company Stamp

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

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

ADDRESS:

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Indicate nature of relationship with Foskor:

---



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

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

#### **BIDDER'S DISCLOSURE (SBD4)**

### **12 PURPOSE OF THE FORM**

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

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

### **13 Bidder's declaration**

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

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

---

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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

**YES/NO**

13.2.1. If so, furnish particulars:

.....  
 .....

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

**YES/NO**

13.3.1. If so, furnish particulars:

.....  
 .....

## **14 DECLARATION**

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

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

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

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

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

- 14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 14.6 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

#### BREACH OF LAW

We further hereby certify that *I/we* (the bidding entity and/or any of its directors, members or partners) **have/have not been** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including 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<br>_____<br>duly authorised hereto | AS WITNESS:                     |
| Name:                                                   | Name:                           |
| Position:                                               | Position:                       |
| Signature:                                              | Signature:                      |
| Date:                                                   | Registration No of Company/CC   |
| Place:                                                  | Registration Name of Company/CC |

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

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

## SECTION 8: RFP CLARIFICATION REQUEST FORM

RFP No: **FOSCO-RFP-43-2024**

RFP deadline for questions / RFP Clarifications: Before 12:00 pm on **31 May 2024**

TO: Foskor SOC Ltd

ATTENTION: Daleen Kruger

EMAIL: Daleenk@Foskor.co.za

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

FROM: \_\_\_\_\_

RFP Clarification No [to be inserted by Foskor] .....

## REQUEST FOR RFP CLARIFICATION

[illegible]

Respondent's Signature

Date &amp; Company Stamp

**SECTION 9: B-BBEE PREFERENCE POINTS CLAIM FORM**

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet 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     |
|----------------------------------------------------------|------------|
| <b>PRICE</b>                                             | <b>80</b>  |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>               | <b>20</b>  |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |

1.5 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 regarding 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) an affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small eEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"Rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

### 3. POINTS AWARDED FOR PRICE

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

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

80/20

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

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

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

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

|                           |   |
|---------------------------|---|
| Non-compliant contributor | 0 |
|---------------------------|---|

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

| Enterprise             | B-BBEE Certificate & Sworn Affidavit                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Large</b>           | Certificate issued by SANAS accredited verification agency                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>QSE</b>             | Certificate issued by SANAS accredited verification agency.<br>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)<br>[Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .] |
| <b>EME<sup>3</sup></b> | Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership.<br>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership.<br>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard                                                                                                                                     |

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

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

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

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

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

## 5. BID DECLARATION

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

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

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

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

## 7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

7.1.1 If yes, indicate:

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

**(Tick applicable box)**

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

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

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificates, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct.
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
  - iii) In the event of a contract being awarded because 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 because of that person's conduct.
    - (c) cancel the contract and claim any damages which it has suffered because of having to make less favourable arrangements due to such cancellation.
    - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract.
    - (e) recommend that the bidder or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
    - (f) forward the matter for criminal prosecution.

|           |       |
|-----------|-------|
| WITNESSES |       |
| 1.        | ..... |
| 2.        | ..... |

|                            |
|----------------------------|
| .....                      |
| SIGNATURE(S) OF BIDDERS(S) |
| DATE: .....                |
| ADDRESS.....               |

**SECTION 11: SBD 5**

This document must be signed and submitted together with your bid.

**THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME****INTRODUCTION**

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

**1. PILLARS OF THE PROGRAMME**

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

## **2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

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

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

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

## **4. PROCESS TO SATISFY THE NIPP OBLIGATION**

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

4.2 The NIPP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

|                      |                       |
|----------------------|-----------------------|
| Bid number .....     | Closing date: .....   |
| Name of bidder.....  |                       |
| Postal address ..... |                       |
| .....                |                       |
| Signature.....       | Name (in print) ..... |
| Date.....            |                       |

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

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

**SECTION 12: PROTECTION OF PERSONAL INFORMATION**

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013. ("POPIA"):  
  
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Foskor will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:  
  
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is "Foskor" and the Data subject is the "Respondent". Foskor will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Foskor reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Foskor.
5. In responding to this bid, Foskor acknowledges that it will obtain and have access to personal information of the Respondent. Foskor agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Foskor further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Foskor and/or its authorised appointed third parties.
7. Furthermore, Foskor will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Foskor requires the Respondent to process any personal information disclosed by Foskor in the bidding process in the same manner.
8. Foskor shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).
9. Foskor shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance

with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

10. The Respondent may, in writing, request Foskor to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Foskor correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Foskor's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

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

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

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

Signature of Respondent's authorised representative: \_\_\_\_\_

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