



**FOSKOR MINING**

an Operating Division of FOSKOR (PTY) LTD

[hereinafter referred to as **Foskor**]

[Registration No. 1951/002918/07]

**REQUEST FOR PROPOSAL [RFP] FOR THE PROVISION OF GARDEN SERVICES FOR FOSKOR MINING DIVISION (PHALABORWA AND NAMAKGALE) FOR A PERIOD OF THREE (3) YEARS**

<b>RFP NUMBER</b>	<b>FOSCO-RFP-27-2024</b>
<b>ISSUE DATE:</b>	12 February 2024
<b>CLOSING DATE:</b>	23 February 2024
<b>CLOSING TIME:</b>	12:00 PM
<b>BID VALIDITY PERIOD:</b>	180 Business Days from Closing Date [11 October 2024]

**SCHEDULE OF BID DOCUMENTS**

<b>Section No</b>	<b>Page</b>
SECTION 1: SBD1 FORM.....	4
PART A .....	4
PART B .....	5
SECTION 2: NOTICE TO BIDDERS .....	6
1 INVITATION TO BID .....	6
2 FORMAL BRIEFING .....	6
3 RFP INSTRUCTIONS .....	6
4 JOINT VENTURES OR CONSORTIUMS .....	6
5 COMMUNICATION .....	7
6 CONFIDENTIALITY .....	7
7 COMPLIANCE .....	7
8 EMPLOYMENT EQUITY ACT .....	8
9 DISCLAIMERS .....	8
10 LEGAL REVIEW.....	8
11 SECURITY CLEARANCE .....	8
12 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE.....	9
13 TAX COMPLIANCE .....	9
SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS .....	10
1 BACKGROUND.....	10
2 EXECUTIVE OVERVIEW .....	10
3 SCOPE OF REQUIREMENTS .....	11
4 GREEN ECONOMY / CARBON FOOTPRINT.....	18
5 GENERAL SERVICE PROVIDER OBLIGATIONS .....	18
6 EVALUATION METHODOLOGY .....	18
SECTION 4: PRICING AND DELIVERY SCHEDULE .....	22
SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS.....	26
SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT & APPLICABLE DOCUMENTS .....	31
SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM .....	33
SECTION 8: RFP CLARIFICATION REQUEST FORM .....	38
SECTION 9: B-BBEE PREFERENCE POINTS CLAIM FORM .....	39
SECTION 10: CERTIFICATE OF ATTENDANCE OF COMPULSORY BRIEFING .....	44
NOTE: .....	44
SECTION 11: SBD 5.....	45
SECTION 12: PROTECTION OF PERSONAL INFORMATION .....	48

**RFP ANNEXURES:**

ANNEXURE A: FOSKOR'S TERMS AND CONDITIONS

ANNEXURE E: GENERAL BID CONDITIONS

ANNEXURE B: SUPPLIER INTEGRITY PACT

ANNEXURE D: NON-DISCLOSURE AGREEMENT

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Respondent's Signature

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Date & Company Stamp

**RFP FOR THE PROVISION OF GARDEN SERVICES FOR FOSKOR MINING DIVISION (PHALABORWA AND NAMAKGALE) FOR A PERIOD OF THREE (3) YEARS.****SECTION 1: SBD1 FORM****PART A****INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF FOSKOR MINING AND ACID, A DIVISION FOSKOR LTD</b>							
BID NUMBER:	FOSCO-RFP-27-2023	ISSUE DATE:	12/02/2024	CLOSING DATE:	23/02/2024	CLOSING TIME:	12:00PM
DESCRIPTION	FOR THE PROVISION OF GARDEN SERVICES FOR FOSKOR MINING DIVISION (PHALABORWA)AND NAMAKGALE FOR A PERIOD OF 3 YEARS						
<b>BID RESPONSE DOCUMENTS SUBMISSION</b>							
<b>RESPONDENTS ARE TO SUBMIT THEIR BIDS AT THE FOLLOWING ADDRESS:</b>							
Dimension Data Building 5 Foskor Head Office Reception 74 Waterfall Drive, Letaba Drive Letaba Drive Midrand							
<b>Please include a USB Flash Drive (soft copy) with your submission</b>							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	Daleen Kruger			CONTACT PERSON	Daleen Kruger		
TELEPHONE NUMBER	011 347 0600			TELEPHONE NUMBER	011 347 0600		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	<a href="mailto:Daleenk@foskor.co.za">Daleenk@foskor.co.za</a>			E-MAIL ADDRESS	<a href="mailto:Daleenk@foskor.co.za">Daleenk@foskor.co.za</a>		
<b>SUPPLIER INFORMATION</b>							
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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		

Respondent's Signature

Date &amp; Company Stamp

<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]</b>			
<b>1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
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  <b>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.</b>			

## PART B

### TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

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

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

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

**SECTION 2: NOTICE TO BIDDERS****1 INVITATION TO BID**

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

<b>DESCRIPTION</b>	FOR THE PROVISION OF GARDEN SERVICES FOR FOSKOR MINING DIVISION (PHALABORWA & NAMAKGALE) FOR A PERIOD OF 3 YEARS
<b>TENDER ADVERT</b>	Foskor Website/I-TENDER & E-TENDER
<b>BRIEFING SESSION</b>	No
<b>CLOSING DATE</b>	<b>12:00 pm on 23 February 2024</b>
<b>VALIDITY PERIOD</b>	<p><b>180 Business Days from Closing Date</b></p> <p>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.</p> <p>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.</p> <p>Regarding the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12</p>

**2 FORMAL BRIEFING**

There will be NO site meeting and RFP briefing conducted for the Garden Service Corporate tender.

**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 21 February 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 Executive PA Human, Capital Projects & Procurement **Mpho Thipe**, at telephone number 011 347-0607, email [mphot@foskor.co.za](mailto:mphot@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 Foskor'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 Foskor 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 Foskor 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 Foskor's Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard terms or conditions could result in disqualification.

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

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

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

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

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

### **1 BACKGROUND**

Foskor (Pty) Ltd. is an opencast mining and beneficiation operation situated in Phalaborwa. The core business of the Phalaborwa operation is the mining and beneficiation of phosphate rock. (The Foskor operation situated in Richards Bay is primarily a producer of phosphoric acid, phosphate-based fertilizers, and lower volumes of sulphonic acid).

Foskor (Pty) Ltd (Mining Division) is an Open Cast Mine that produces phosphate rock for export or domestic beneficiation. Approximately 2.2 million tons of phosphate rock is produced annually. The product is finely ground apatite mineral from coarsely crystalline calcium-fluoride-phosphate compound of igneous origin.

The intermediate and final products are for the domestic and international markets and provide the following advantages:

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

The dominating rock type in the Phalaborwa area, older than 3000 million years, is granite-gneiss of the Archaic Complex. Intrusive in this are younger rock types of the Phalaborwa Igneous Complex.

Inclusions of serpentine, talc and amphibole schist are found in the granite-gneiss and igneous rock.

### **2 EXECUTIVE OVERVIEW**

Whereas Foskor is seeking a partner(s) to provide solutions for its Garden Service Corporate in Phalaborwa, it also seeks to improve its current processes for providing these Services.

This scope broadly covers all normal grounds maintenance activities, standard to a professional gardening practice.

The selected Service provider(s) must share in the mission and business objectives of Foskor. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation, and open communications. In this spirit of partnership, Foskor and its Supplier/Service provider(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Foskor to reach higher levels of quality, service and profitability.

The Bidder must be 100% Black owned and Local Company.

**3 SCOPE OF REQUIREMENTS**

Foskor requires This scope broadly covers all normal grounds maintenance activities, standard to a professional gardening practice.

The appointment of the service provider to conduct maintenance of gardens at Foskor facilities both in Phalaborwa Town and Namakgale. The soccer field and single quarters (Phola park) in Namakgale are also included in this scope. Details on the service schedule below.

**SERVICES SCHEDULE - NORMAL MAINTENANCE ACTIVITIES:****Garden Service Corporate- Normal maintenance Activity.**

<b>Item No</b>	<b>Activity</b>	<b>Frequency</b>
1	Mowing and trimming ledge cutting	Weekly
2	Tending of Flower beds	Weekly

**Ranking, Sweeping and Garden Refuse Removal**

<b>Item No</b>	<b>Activity</b>	<b>Frequency</b>
1	Litter Collection & Refuse Removal (incl emptying bins)	Daily
2	Sweep/Blowing of roadways, pathways & parking areas	Daily
3	Cleaning of pavements	Weekly
4	Cleaning of roofs and gutters	Weekly
5	Pruning	Monthly
6	Hoeing of weeds outside the fence	Weekly
7	Slashing of long grass	Weekly
8	Removing of weeds	Weekly
9	Cleaning of drains	Monthly
10	Cleaning on the outside of the parameter fence	Weekly
11	Maintaining between sports-fields/parameter fence	Weekly
12	Other activities such as cleaning of toilets, etc.	Daily

13	Removal of Alien plants	Quarterly
14	Irrigation of Areas	Daily

Irrigation excl. any repairs I replacement of spares

#### **AD-HOC ACTIVITIES (SEPARATE QUOTES WILL BE REQUESTED)**

<b>Item No</b>	<b>Activity</b>	
1	Fertilizing	
2.	Pest Control	
3.	Composting	
4.	Upgrading	
5.	Top Dressing	
6.	Bed Plants and Tree/Shrub replacements	

All ad-hoc activities are to be approved by the Group Manager - Corporate Affairs

#### **SPECIFIC'S: MAINTENANCE ACTIVITIES:**

Mowing and Edge Trimming:

- Mowing and edge trimming are tasks that must always be completed together to ensure the uniform length of both areas.
- The length of the grass cut may differ from place to place according to the type of grass and standard of finish required.
- The correct equipment in relation to the size of the area should be utilised, as noted on the Service Schedule
- Mowing and edge trimming commenced on any given day must be completed by close of business on the same day.
- Ride-on lawnmowers must be available for use at areas greater than average domestic size. Push-type lawnmowers must be available for domestic size and smaller garden areas. Petrol driven edge trimming and lawn-mowing equipment is to be used.

#### **TENDING OF FLOWER BEDS**

- The contractor should adapt the cleaning method of the bed to suit the character of the bed and where the soil is exposed, ensure that the soil is weed free, has no foreign objects, is levelled out when wash-aways occur and when clods are present and gives the overall appearance of being attended to. Where beds are covered with peat or any other soil additive, this additive must be weed free, free of foreign objects and appear neat and tidy.
- Where beds are covered with ground cover, this plant material may periodically have to be cut back and/or removed to stimulate growth and retain a fresh appearance.

Respondent's Signature

Date & Company Stamp

- The disposal of leaves, grass shavings/cuttings and general decomposable garden waste by spreading this waste on beds is not allowed.
- Equipment required: suitable quality and quantity of garden forks and spades are the minimum required types of equipment.
- If any of the maintenance areas show signs of compaction that inhibits growth, looks unsightly and which may encourage the growth of other less desirable plant species, the contractor, on an ongoing basis, to overcome this compaction by adopting any of the recognised methods of aeration treatment and timeously restoring the affected area to its original state or level of acceptability.

**IRRIGATION:**

- In the absence of an installed underground fixture the contractor will supply the necessary above ground portable equipment to continue with the regular watering of gardens.
- The onus is on the contractor to ensure that hosepipe fittings are compatible with the water standpipe taps.

**RAKING.SWEEPING AND GARDEN REFUSE REMOVAL:**

- Garden debris in the form of leaves, grass cuttings, twigs and other waste or waste generated by the contractor during normal gardening activity is to either be raked or swept together, bagged, and removed by the contractor before such debris becomes unsightly and detracts from the overall appearance of the grounds. The contractor will remove all garden waste to the designated Municipal dumping area or provided containers.

**LITTER COLLECTION AND REMOVAL:**

- The removal of litter is an ongoing process throughout the year. In high-profile areas the servicing may take place as frequently as once per week.
- Litter should be collected and placed in regulation plastic bags and removed by the contractor to the designated Municipal dumping area or the provided containers.

**SWEEPING/BLOWING OF ROADWAYS PATHWAYS PARKING AREAS:**

- To be done to maintain a generally aesthetically pleasing appearance. Equipment to be used: blowers (electric blowers are to be used in areas where noise disturbance is a factor and suitably dB graded petrol blowers are unavailable) and/or brooms.

**CLEANING OF PAVEMENTS:**

- To be done to maintain a generally aesthetically pleasing appearance. Equipment to be used: blowers (electric blowers are to be used in areas where noise disturbance is a factor and suitably dB graded petrol blowers are unavailable), and/or brooms.

**CLEANING OF ROOFS AND GUTTERS:**

- Roofs are cleaned as a preventative measure to prevent roof leakages. Safety is a priority; therefore, Foskor's safety requirements are to be always adhered to and the necessary proof of training should be provided before inception of the contract.

**PRUNING:**

- Trees, shrubs, and certain plants may require periodical or annual pruning during their lifetime. The contractor will identify what plants require pruning and determine when this is to be done to the best advantage of the plant, to realise long term growth potential, development, and ultimate shape of the plant as well as to improve or achieve current aesthetic appeal.

**THINNING OUT (Ongoing):**

- Thinning out especially in flowerbeds, is to be undertaken timeously to check uncontrolled growth and where overgrowth results in an unsightly appearance of the grounds. The contractor may decide to thin out annually or as an ongoing exercise depending on the growth and development of the plants. The correct fullness and appearance of the area should be maintained.

**REMOVAL OF ALIEN PLANTS (Ongoing):**

- It will be the contractor's responsibility to identify and remove all alien plants as identified by Fauna and Flora.

**HORTICULTURAL ACTIVITIES – When Requested:****FERTILISING:**

- During July the contractor may be requested to extract soil samples from the areas he is contracted to maintain for analysis by a recognised laboratory to identify any soil deficiencies. Based upon these laboratory results, the recommended fertiliser should be distributed according to the schedule, and with due care to ensure the proper "precipitation "of such fertiliser, with the correct equipment suitable for this purpose.
- After application of fertiliser, it may be necessary to mow lawns twice per week. The Foskor Quality Controller will do this on approval, with an ad-hoc work order.
- Fertiliser will be applied from the beginning of July to the end of February on a 3-month programme. That is an average of 2 to 3 applications per season.
- Equipment: An approved fertiliser sprinkler will be used for his purpose
- If any of the maintenance areas show signs of compaction that inhibits growth, looks unsightly and which may encourage the growth of other less desirable plant species, the contractor is, on an on-going basis, to overcome this compaction by adopting any of the recognised methods of aeration treatment and timeously restoring the affected area to its original state or level of acceptability.

**WEED.FUNGAI AND PEST CONTROL (Manuel and Chemical)**

- The eradication of weeds whether by manual, mechanical or chemical means is the responsibility of the contractor who must determine the most effective method of eradication and remove such weeds, prior to such weeds becoming unsightly and detracting from the overall appearance of the grounds, according to the rules of normal professional gardening practice.
- The control of fungi and pests applies to outdoor areas only on lawns, beds, on trees, shrubs and other foliage. The contractor will control such fungi and pests as and when their appearance becomes evident or in the interests of the plants affected so as not to detract from the general appearance of the grounds.
- Pests are identified as insects that may invade plant material, such as worms, ants, termites, crickets, bugs, and locusts.
- The contractor is to ensure that when choosing weedicides, pesticides or fungicides, that no long-term soil imbalance results from the indiscriminate use of such chemicals and that the chemicals do not have a long term adverse effect on plant growth or soil fertility. The correct spray equipment in relation to the size of the area must be utilised.
- When the contractor has decided that chemical eradication is the correct procedure and the chemicals have been decided upon, the contractor must ensure that the application of these chemicals is handled by a suitably qualified person who is registered in terms of the Chemicals Control Act where the scheduling of the relevant chemical requires this procedure to be followed.
- A weekly condition inspection is expected of the contractor. Problems are to be addressed immediately.

**UPGRADING ACTIVITIES:****COMPOSTING:**

- Composting in beds or at the base of certain trees and shrubs may be required at intervals throughout the maintenance period.
- Composting forms part of the upgrading programme.
- The contractor is to identify the needs of the soil and determine where certain soils require corrective treatment to facilitate water retention, enrichment, and soil texture improvement. The contractor will provide the appropriate compost and apply it to the areas required in the appropriate manner.

**UPGRADING:**

- The Foskor Quality Controller will determine an upgrading programme as required. The upgrading programme is undertaken with additional casual labour, with the object of improving maintenance areas both aesthetically and practically to reinstate standards and undertake tasks which may have fallen behind due to summer maintenance pressure.
- Recommendations on improvements may be made by the contractor and submitted to Foskor for approval. Plants will be supplied by Foskor.

**TOP DRESSING:**

- Areas that may require levelling and filling in are to be identified by the contractor and good weed-free topsoil.

**BED PLANTS AND TREE/SHRUB REPLACEMENTS: DRESSING:**

- Bed plants, trees and shrubs that were in existence at the commencement of the contract period in the maintenance areas and that have become old or unsightly looking may be replaced. The contractor will use the same or similarly approved plants to those that require replacing. Bed plants are all plants whether trees or shrubs that are within the confines and perimeters of beds and are not more than 2, 5 metres high. Plants will be supplied by Foskor.

**AD-HOC ACTIVITIES:**

- Foskor will initiate and the Group Manager: Corporate Affairs will approve all ad-hoc activities prior to the contractor proceeding thereof.

**WORKING HOURS:**

- Normal working hours are defined as follows: **(07H00 to 16H00 Mondays to Fridays).**

**PRICE BASIS:**

- The contractor shall provide all supervision, labour, transport, equipment, consumables, and tools to satisfactorily carry out the services as specified in the scope of works. The price offered should be on an all-inclusive basis.
- The SERVICE SCHEDULE details the frequency of specified tasks. Although climatic and other conditions may have to be considered, the contractor should schedule his maintenance routine according to the service schedule as far as possible..
- Tender prices are to be quoted per month inclusive of all supervision, labour, transport, equipment, consumables, and tools, but excluding VAT as per AREA AND PRICING SCHEDULE. THE SECTORAL DETERMINATION HAS TO BE TAKEN INTO ACCOUNT TO AVOID UNNECESSARY LABOUR UNREST.

**THE CONDITIONS OF THIS SCOPE OF WORK EXCLUDE ERRORS AND OMISSIONS.****LABOUR COMPENSATION:**

- Foskor requires the Contractor to pay a minimum straight rate per month for the fulltime unskilled labour in accordance with the recent Sectoral Determination 1 - Contract Cleaners determined by the Department of Labour.
- The Contractor shall provide the workmen with all protective [safety clothing and equipment.



- All statutory requirements for employing people should be complied with at any given time.

**LABOUR REQUIREMENTS FOR THE AREAS (See 7.1 & 7.2):**

- One Supervisor for the team.
- Number of full-time labourers (8)
- One team for all facilities.
- Each team to be responsible for the cutting and disposing it to a legal dumping site.
- The contractor must be 100% Black owned Ba-Phalaborwa.
- A valid BEE Certificate and Tax Clearance Certificate is required.
- The contractor is required to have a Bakkie or a Truck
- **SERVICES SCHEDULE - NORMAL MAINTENANCE ACTIVITIES:**

**AREAS AND PRICING SCHEDULE: (A MAP OF THE 2 AREAS WILL BE PROVIDED):**

**1 AREA 1 – Foskor Community Centre:**

AREAS OF REFERENCES	AREAS OF DESCRIPTION	IRRIGATION SYSTEM
	Green Acres Flat	Cutting of grass and irrigation
	Kiaat Flats	Cutting of grass and irrigation
<b>C</b>	Avingon	Cutting of grass and irrigation
<b>D</b>	Disa Flats	Cutting of grass and irrigation
	Museum	Cutting of grass and irrigation
	Old HR	Cutting of grass and irrigation
	HR Inside the Mine	Cutting of grass and irrigation
	Moshate	Cutting of grass and irrigation
	Selati	Cutting of grass and irrigation
	Airport	Cutting of grass and irrigation
	Foskor Single Quarter	Cutting of grass and irrigation

	Foskor Community Centre	Cutting of grass and irrigation
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#### 4 GREEN ECONOMY / CARBON FOOTPRINT

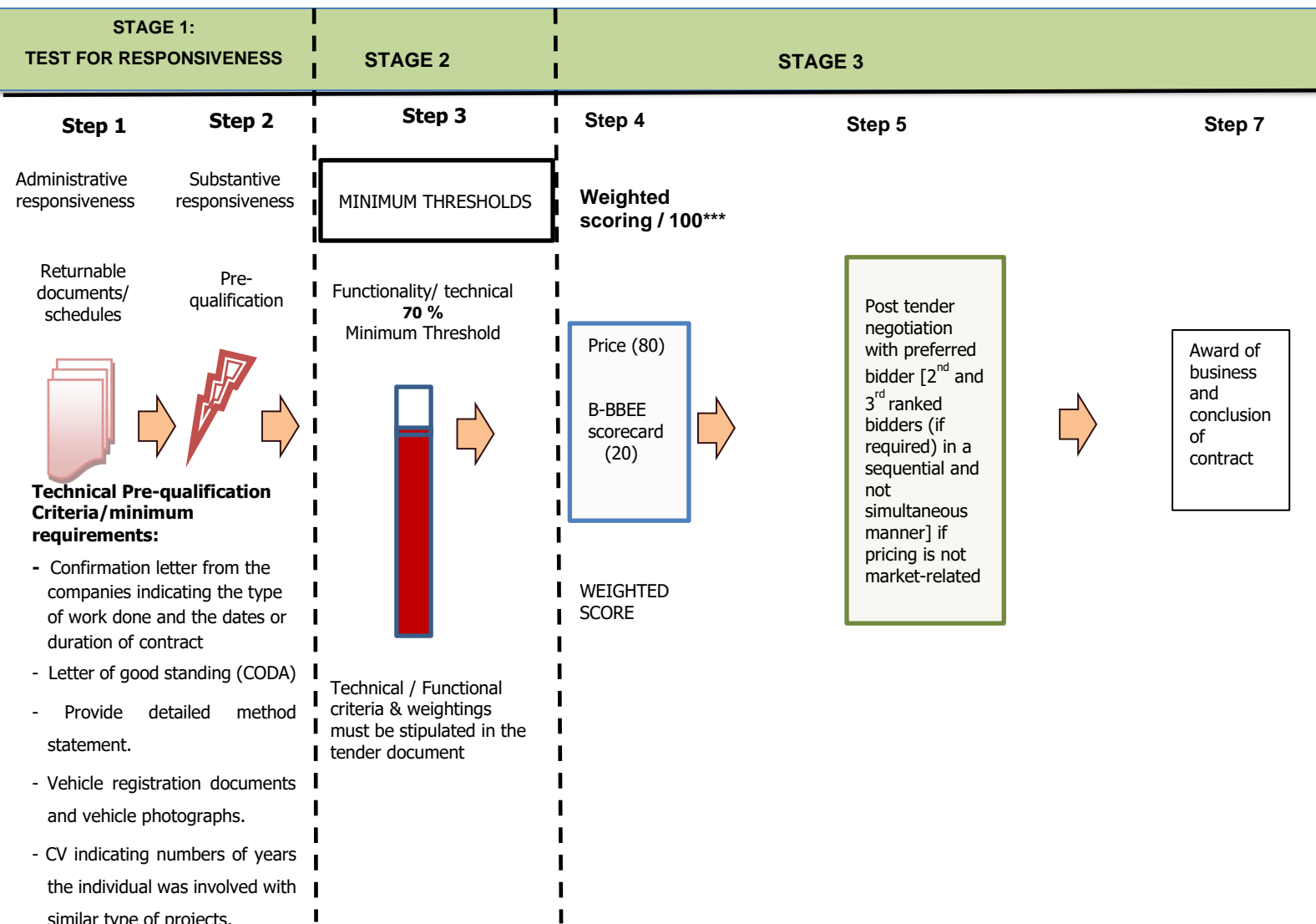
Foskor wishes to understand your company's position regarding environmental commitments, including key environmental characteristics such as waste disposal, recycling, and energy conservation. *Please submit details of your entity's policies in this regard.*

#### 5 GENERAL SERVICE PROVIDER OBLIGATIONS

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

#### 6 EVALUATION METHODOLOGY

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



Respondent's Signature

Date & Company Stamp

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).

#### 6.1 STEP THREE: Minimum Threshold 70 % for Technical Criteria

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

<b>Technical Evaluation Criteria (70% Threshold)</b>	<b>100%</b>		
<b>1. Industry/Similar experience in the Garden Service Corporate</b>	<b>20%</b>		<b>Proof</b>
How many years in business of horticulture and garden service ≥ Rating - 3-5= years industry experience	5	20%	Confirmation letter from the companies indicating the type of work done and the dates or duration of the contract.
<b>No evidence provided</b>	0	0%	
<b>2. Detailed Technical Project Plan</b>	<b>10%</b>		<b>Proof</b>
Team Leader/project specialist individual experience in concluding horticulture/landscaping and garden service. service ≥ Rating - 1-2= years industry experience	5	5%	CV indicating number of years the individual was involved with similar type of projects.
Team Leader/project specialist individual experience in concluding horticulture/landscaping and garden service. service ≥ Rating -3 years industry experience	5	5%	
<b>3. Registration and proof of payment under the Compensation for Occupational Injuries and Diseases Act, no 130 of 1993.Registration number must be provided (Valid Letter of good standing)</b>	<b>20%</b>		<b>Proof</b>
Registration and proof of payment under the Compensation for Occupational Injuries and Diseases Act, no 130-1993.Registration number must be provided (Valid Letter of good standing). Rating -Available and valid = 20%	20	20%	Valid Good Letter of Good Standing (CODA) and must be relevant to the type of work.
<b>4. Technical Resources / Capability to deliver</b>	<b>15%</b>		<b>Proof</b>
Detailed description of type of vehicle. Tools and equipment to be allocated to the contract. Provide make, model, and included photos of the vehicles. Rating -vehicle tools and equipment availability = 15%	15%	15%	Vehicle registration documents and vehicle photographs.
No evidence provided of vehicle tools and equipment <b>Not</b> availability	0	0%	

**Mandatory Requirements: NB//**

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

<b>5. Team Experience and Qualifications</b>	<b>15%</b>		<b>Proof</b>
List the top five (5) similar contracts awarded in the past. Provide the following information/details. Project listed 15% Projects not listed 0%	15	15%	Confirmation letter from the companies indicating the type of work done and the dates or duration of the contract.
Projects not listed 0%	0	0%	
<b>6. Team Experience and Qualifications</b>	<b>20%</b>		<b>Proof</b>
Understanding of the project. The whole method statement should provide with the clearer step by step and details of the method to be used for horticultural I garden services and the equipment used. Methodology submitted = 20%	20	20%	Provide detailed method statement.
Methodology submitted = 0%	0	0%	

*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.***

## 6.2 STEP FOUR: Evaluation and Final Weighted Scoring

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

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

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

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

Where:

<i>Ps</i>	=	Score for the Bid under consideration
<i>Pt</i>	=	Price of Bid under consideration
<i>Pmin</i>	=	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.

6.3 **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>

6.4 **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).

6.5 **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 AND DELIVERY SCHEDULE***Respondents are required to complete the table below:***Garden Service Corporate- Phalaborwa and Nama Kgale:**

Item No	Description	Area per m2	Number	Monthly Rate	TOTAL PRICE OF ITEM [ZAR]
1	Labour		09		
2	Foskor Community Centre gardens				
3	Phola Park-Single Quarters gardens				
4	Green Acrers		1		
5	Foskor Community Centre		1		
6	Kiaat		1		
7	Avin non		1		
8	Airport		1		
9	Moshate		1		
10	Old HR		1		
11	Meseum		1		
10	Other (Specify)				
	a)				
	b)				
	c)				
<b>TOTAL PRICE, exclusive of VAT:</b>					
<b>VAT 15% (if applicable)</b>					
<b>Total Inclusive of VAT (where applicable)</b>					

Respondent's Signature

Date &amp; Company Stamp

**MAJOR EQUIPMENT:**

List the major equipment that will be utilised for this tender e.g. 2 x Ride On, vehicles etc.

Item No	Quantity	Description	Model	Year
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Failure to Complete and Submit this Annexure may Lead to Disqualification.

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

**Notes to Pricing:**

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

If a market-related price is not agreed with the Respondent scoring the third highest points, Foskor must cancel the RFP.
- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by Foskor.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.

- e) 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]

YES	
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## 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> (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						
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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 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_

carrying on business trading/operating as

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

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

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated \_\_\_\_\_ to enter, 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.

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

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

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

any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

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

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

#### ADDRESS FOR NOTICES

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

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity: \_\_\_\_\_

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

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

#### NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the 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)

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

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

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

<b>MANDATORY RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
Confirmation letter from the companies indicating the type of work done and the dates or duration of the contract	
CV indicating number of years the individual was involved with similar type of projects.	
Valid Good Letter of Good Standing (CODA) and must be relevant to the type of work.	
Vehicle registration documents and vehicle photographs.	
Confirmation letter from the companies indicating the type of work done and the dates or duration of the contract.	
Confirmation letter from the companies indicating the type of work done and the dates or duration of the contract.	

Respondent's Signature

Date &amp; 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 [Yes or No]</b>
The bidding company must provide a Company Profile that indicates 3-5 years industry experience years in the industry.	
Team Leader/project specialist individual experience in concluding horticulture/landscaping and garden service 3-5 years' experience years.	
Registration and proof of payment under the Compensation for Occupational Injuries and Diseases Act, no 130-1993.Registration number must be provided (Valid Letter of good standing).	
Detailed description of type of vehicle. Tools and equipment to be allocated to the contract. Provide make, model, and included photos of the vehicles. Rating -vehicle tools and equipment availability.	
List the top five (5) similar contracts awarded in the past. Provide the following information/details.	
Understanding of the project. The whole method statement should provide with the clearer step by step and details of the method to be used for horticultural I garden services and the equipment used.	

**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:

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [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	

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**


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 Respondent's Signature

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 Date & Company Stamp

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.

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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.

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<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:

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

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

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

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

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

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

Date & Company Stamp

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

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

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<sub>s</sub> = Points scored for comparative price of bid under consideration
- P<sub>t</sub> = Comparative price of bid under consideration
- P<sub>min</sub> = Comparative price of lowest acceptable bid

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

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

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



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

Enterprise	B-BBEE Certificate & Sworn Affidavit
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	Certificate issued by SANAS accredited verification agency. Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>3</sup></b>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership. Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership. Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's 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 last 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ 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 as a result of that person's conduct.
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
  - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, 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 10: CERTIFICATE OF ATTENDANCE OF COMPULSORY BRIEFING**

It is hereby certified that –

1. \_\_\_\_\_

2. \_\_\_\_\_

Representative(s) of \_\_\_\_\_ *[name of entity]*

attended the RFP briefing in respect of the proposed Goods/Services to be rendered in terms of this RFP on  
\_\_08 February \_\_\_\_\_ 2024\_\_

\_\_\_\_\_  
FOSKOR'S REPRESENTATIVE

\_\_\_\_\_  
RESPONDENT'S REPRESENTATIVE

DATE \_\_\_\_\_

DATE \_\_\_\_\_

EMAIL \_\_\_\_\_

**NOTE:**

This certificate of attendance must be filled in duplicate, one copy to be kept by Foskor and the other copy to be kept by the bidder.

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

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

**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 made contact with 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

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Respondent's Signature

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Date & Company Stamp



necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

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

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

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

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

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