

Tender no: FTP /23/MN

GRASS CUTTING AND LANDSCAPING

Tender no: FTP /23/MN

Cost Code:

Revision¹: 0.1 see legend at bottom of page

Revised date: 07/03/2024


NAME	TITLE	Empl. no	SIGNATURE	DATE
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COMPILED - RECOMMENDATION


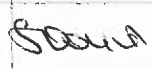

Zamani Mhlanga	Temp Occupational Hygiene Technician	505270		19/06/2024
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COMPREHENSION AND ACCEPTANCE

The Client warrants that he/she reviewed the Scope of Works and that this Tender and related document and that the Scope of Works comply to Production requirements and the outcome of the work as agreed between parties.

Allot Baloyi	Radiation Protection and Hygiene Specialist	504771		19/06/2024
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APPROVAL TO PROCEED

Charles Mavuso	Snr. Manager SHREQ	504679		19/06/2024
S Mbuyazi	G.M Operations, Acid Division			19/06/2024
Comments:				

¹ Revision Legend:

0.n = Draft,

1= Final version

Thus first draft = 0.1, second draft = 0.2, etc, and final approved = 1.0

Should the final be revised for whatever reason the revision would be 1.1 etc.

FOSKOR GRASS CUTTING AND LANDSCAPING

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Section A: INVITE AND TENDER INSTRUCTIONS

A.1 Invitation to tender

A.1.1 Tenderers are invited to submit a tender in accordance with this Tender Document.

The Works consists of **Grass Cutting and Landscaping Services**

The tender Instructions are to be found in **Section A**.

The Contract Works Forms of Tender is stipulated in **Section B**.

The detailed Scope of Work and Specifications are to be found in **Section C**.

The Conditions of Contract are stipulated by **Foskor (Pty) Ltd, Procurement Department**.

A.1.2 At the time of tendering, any queries and/or doubts within the scope, specifications or drawings shall be referred to:

Designation	Category Buyer
For the attention of	Samkelisiwe Mbutho
Telephone	035 902 3011
Fax	
Cell no	
Email	SamkeMb@foskor.co.za

A.2 Return of Tender Documents

- A.2.1 One copy of this document, duly completed and signed by the Tenderer, shall be delivered in a plain sealed envelope, distinctly marked as follows:

TENDER

Tender No. **FTP /23/MN**

Contract Title: **GRASS CUTTING AND LANDSCAPING SERVICES**

Closing date & time:

The Manager Procurement
FOSKOR LIMITED
21 John Ross Parkway
Richards Bay

- A.2.2 Tenders shall be placed in the **Tender Box at Foskor Richards Bay Main Administration Reception** no later than **12h00 noon** on the closing date
- A.2.3 A tender sent by fax shall not be accepted.
- In case of Tenderers not being local, and not being in a position to hand deliver tender documents to the above-mentioned location, Tenderers may use an approved document courier for the purpose of delivering the tender document to Foskor (Pty) Ltd. This would be subject to auditable proof of dispatch from the Courier Company (including time and date of dispatch).
 - Such proof shall be faxed and confirmed as addressed to Divisional Lead Procurement (Acid), FOSKOR (PTY) LTD, 21 John Ross Parkway, Richards Bay, facsimile number as indicated under item A.1.3 before the closing time and date of the tender.
 - Foskor shall take no responsibility for lost courier documents – prior to opening of tenders - and onus rests on Tenderer to keep duplicate of Tender Submission.
 - In this case the sealed envelope shall remain addressed as per paragraph A.2.1, and shall be placed in a sealed courier bag with the following street address delivery instructions:

FOSKOR (PTY) LIMITED - (TENDER BOX)
21 John Ross Parkway
Richards Bay
3900

- A.2.4 Tenders will not be opened in public and under no circumstances will the price(s) at which any Contract was awarded be divulged to any person.
- A.2.5 In the event that the Tenderer did not submit a tender or if his tender was unsuccessful, the Tenderer shall return the Enquiry Document and Drawings within **14 days** to the **Divisional Lead Procurement (Acid)**.

A.3 Site Inspection

An official Site inspection shall be held at the **Foskor, Richards Bay** site in order for the Tenderer to fully acquaint himself with prevailing site and works conditions. In so doing you are to ensure that you fully understand the context and extent of the works (refer B.5 – Site Inspection Certificate).

Date of Site Visit

Time of Site Visit

From: To:

Meeting Venue

Report at Main Security Entrance

Please wear the following protective clothing:

Overalls (Acid Proof),
Hard Hat
Safety Shoes
Safety Glasses
Hearing protection
Gloves

No
No
Yes
Yes
No
No

IMPORTANT

- Please note that a Safety Induction is **MANDATORY** and all Tenderers to allow for at least **30 minutes** before the Site Meeting start, to complete the induction.
- The Site Visit / Inspection are **COMPULSORY**.

A.4 Examination and Completion of Documents

- A.4.1 The Tenderer shall examine all documents forming part of the Tender and submit his tender accordingly. All drawings, addendums, annexures received with the Tender documents must be returned with your company stamp and/or signature, as a comprehensive part of your Tender Submission. Failure to do so may result in disqualification from tender.

Tender in accordance with this format and submit documents as specified below.

- A.4.2 The Sections of this document shall not be separated in any way nor shall any pages be detached therefrom.
- A.4.3 The Tenderers submission is to include all Financial and Contractual detail and be signed (by authorized person) and/or company-stamped together with tender submission.
- A.4.3.1 Schedule of rates of Costs in detailed Breakdown or Labour Rates for the Works or Breakdown per Bill of Quantities
- A.4.3.2 Initial Project Program of Works, Work Methodology, and Cash Flow (structured similarly to payment terms)
- A.4.3.3 Schedule of Key Personnel on the Project
- A.4.3.4 Schedule of Similar Contracts Undertaken
- A.4.3.5 Site Inspection Certificate – signed by Tenderer as proof of attendance

A.5 Contract Documents Priority

The eventual Contract shall comprise the documents as stated in this tender document, your Tender submission by which you agree and the FOSKOR (Pty) Ltd Terms and Conditions, which shall be interpreted in accordance with the order of priority stated in the said Conditions.

A.6 Alterations by Tenderer

A.6.1 Should the Tenderer propose any departures or modifications from the Conditions of Contract, Specifications, or to qualify his tender in any way, he/she shall set out his/her proposals clearly in the covering letter attached to this Tender with reference to the particular section of the document, failing which the tender will be deemed to be unqualified. Any proposed technical departures from Foskor (Pty) Ltd.'s Requirements or Specifications shall only be considered if submitted in writing together with a detailed motivation for such departures.

A.6.2 The Tenderer shall include in respect of each proposed alteration the following:

- a) Reason for proposed exception;
- b) Suggested re-wording;
- c) Any effect on the tender price;
- c) Any effect on the execution of the scope of supply;
- d) Any effect on Foskor's overall program objectives.

If any of the above information is not supplied, the Tender may be regarded as non-compliant.

A.7 General

A.7.1 Foskor (Pty) Ltd reserves the right to adjust arithmetical or obvious errors in the Tender. Such adjustments made by Foskor (Pty) Ltd will be communicated to the Tenderer prior to the acceptance of his Tender.

A.7.2 The Tenderer (whether his Tender is accepted or not) shall treat the details of the Tender as private and confidential and no copies shall be made thereof without the permission of Foskor (Pty) Ltd.

A.7.3 Foskor (Pty) Ltd is not bound to accept the lowest or any other Tender it may receive, nor to assign a reason for the rejection or acceptance of any Tender, and Foskor (Pty) Ltd has the right, after Tenders are opened, and before a Contract is awarded, to enter into negotiations and discussions with one or more Tenderers short-listed on a price, programme or technical basis, with a view to the clarification, improvement or amendment of any particular Tender.

A.7.4 All Tenderers tender at their own risk and Foskor (Pty) Ltd is not bound to accept any Tender and under no circumstances whatsoever will be responsible for any costs incurred by any Tenderer in compiling or submitting the tender.

A.7.5 Furthermore, Foskor reserves the right to accept only a part of the Tender, with due communication and agreement of the Tenderer.

A.7.6 The Tenderer is required to submit a 'bona fide' Tender, intended to be competitive and not to fix or adjust the amount of the Tender by or under or in accordance with any agreement or arrangement with any third party. The Tenderer is also obliged to ensure that it has not and will not at any time before the hour and date for the lodging of this Tender do any of the following acts:

- a) Communicate to any person¹ the amount or approximate amount of the proposed Tender except where the disclosure, in confidence, of the amount of this Tender was necessary for the preparation of the Tender.

- b) Enter into any agreement or arrangement with any third party that shall disqualify from or that Foskop shall refrain from using.
- c) Commit any act or omission that would be contrary to the Maintenance and Promotion of Competition Act 96 of 1979 and notices and regulations published in terms of that Act,

Section B: FORMS OF TENDER TO BE SUBMITTED

B.1 Schedule of Rates or Summary of Bill of Quantities

	From Bill of Quantities – if applicable or →	qty	x rate	ZAR
Area	Service	UOM	Rate	Monthly cost
Acid Plant Premises	Mow Lawns	m ²		
	Maintenance Flowerbeds	m ²		
	Weed	m ²		
	Tree felling and trimming	m ²		
	Weed Flower Heads	m ²		
Gypsum Dam	Cut grass on the road and 2m next to fence and around all boreholes	m ²		
	Cut grass inside and around the trenches	m ²		
	Cut grass by pump house, Stilling Basin and Bizolo Channel entrance	m ²		
	Remove Alien vegetation	m ²		
Stormwater Dam	Cut grass around the stormwater dam (Primary and secondary), under conveyor and Upper Pan	m ²		
Acid Plant Fence line	Cut grass and trees to a 3m distance along fence line	m ²		
	Remove alien vegetation;	m ²		
Alton Site	Cut grass on the parking field & driveway, along Rapid Wall houses and main office building	m ²		
	Maintain and weed Flowerbeds	m ²		
Alton Site	Remove alien vegetation	m ²		
	Prune trees and shrubs	m ²		

All sites	Plant trees as and when needed	m ²		
Four sites with given GPS coordinates	Cut vegetation and trees around areas where environmental sampling takes place	m ²		
Safety officer	Site visit once a month for 8 hours	1		
Supervisor	Daily for 8 hours	1		
Sub Totals Sum (Excluding VAT)				
Add VAT at 15%				
Total Tender Sum (Including VAT)				

B.2 Initial Project Programme of Works, Work Methodology and Cash Flow

(This is a workable schedule and the Contractor is in no way obligated to these dates. An obligatory final programme will only be required once the tender is awarded)

Commencement Date (Guide: Immediate)

Immediate

Snagging/Modification List Date

N/A

Completion of Works/

N/A

Defects Liability Period Applicable (Start from Project handover)

Nil

Retention Payment:

Nil (Refer B1.4)

B.3 Schedule of Key Personnel on the Project

The Tenderer shall:

1. Complete schedule B.6.1 below concerning the Key Personnel on the project, indicating also if the

person is employed by the Tenderer, a sub-contractor or temporary employed person.

2. Submit a project organogram showing the relationships and authority.

Key Personnel	Name and Surname	Full/Part Time on site, off-site?	Employed, Sub-Contractor or Temp?	Years Related Experience

These persons shall not be substituted without prior consultation with and approval from Foskor (Pty) Ltd.

Failure to submit this information at the time of tender could lead to disqualification of the tender.

B.4 Schedule of Similar Contracts Undertaken

Please provide a list of work done on contract of which the Scope of Works that are like the one described in this document (or attach references)

Completed Month, Year	Description	Client Name	Contact Person & Details	Value

B.5 Schedule of Labour Rates for the Works:

The rates for labour indicated below shall be the Total Cost to the Company (Contractor). It shall include for all the Contractor's profits, overheads, wages, accommodation, travelling, subsistence, and other costs relative to the employment by the Contractor of the personnel detailed, and for hand and portable electric or pneumatic tools and consumables normal to the trade of the respective personnel.

However, it will exclude indirect supervision as same are deemed to be included under the costs relating to the Conditions of Contract i.e., non-productive supervisors are deemed to be included in the rate.

The rates detailed herein shall **not** be subject to escalation.

The Contractor's rates per hour are based on a normal **9 hours per day**.

The application and use of these rates shall be at the sole discretion and subject to the prior approval of the Foskor designate representative.

Item No.	Category	Rate per Hour in Rands		
		Normal	Overtime	Sundays and PPH

B.6 Schedule of Disbursements of the Works

The Contractor must list below all the items of major equipment, which he guarantees will be provided on site in perfect working order to complete the work. The lists of items of equipment shall provide the Contractor's warranty of ownership of such equipment unless specifically endorsed in this Annexure to the contrary as "hired" or "hire purchase equipment."

The rates for Equipment detailed below shall include all overheads, profits, and maintenance and running costs including the provision of drivers/operators where necessary.

Contractor's rates per day are based on **9 hours per day**.

The rates detailed herein shall not be subject to escalation. No payment in respect of standing time shall be paid for items of equipment not listed below.

This Schedule must be accurately completed. Phrases such as "adequate equipment will be provided" will not be accepted. The application and use of these rates shall be at the sole discretion and subject to the prior approval of the Engineer.

Item No.	Category	Rate per Hour in Rands		
		Normal	Overtime	Sundays and PPH

B.7 Site Inspection Certificate – To be signed by Tenderer

This is to **CERTIFY**, that we.....
Name (s in CAPITAL LETTERS) (Referred to on the Form as "We")

representing and being duly authorized by:

.....
(Name of Company and Address) (Referred to on the Form as "We")

1. Visited the SITE on (date);
2. Received the TENDER Documents (including all attachments and subsequent correspondence related to this tender).
3. Carefully examined the SITE and made us familiar with all local conditions likely to influence the WORKS and the cost thereof.

We further CERTIFY that we are satisfied with the description of the WORKS and explanations given by Foskor (Pty) Ltd and that we fully understand the nature of this TENDER.

I/We are,

Yours faithfully

SIGNATURE: _____

ON BEHALF OF: _____

DATE: _____

AS WITNESS: _____

Section C: SCOPE OF WORKS

C.1 SCOPE OF SERVICES

The contractor shall provide the Landscape Maintenance Services for a period of 24 months within Foskor, Gypsum Dam, Port Facility and Alton Site in accordance with the provisions of this specification, which shall include but not be limited to –

- Garden services
- Horticultural pest management and control
- Transport, fuel and tools
- Appropriate and functional equipment
- Horticultural analytical services
- Alien vegetation removal as identified
- Immediate reporting of problem areas

This scope covers areas below

- The entire areas around and within the premises of Foskor PTY Ltd Acid division, including the Sasol gas line on the perimeter, rock store and areas prone to, rail area, salvage yard, staging area on Gate
- Pot plants on the premises
- Storm water dam area including around sump and dosing system(s)
- Entire fence-line area (Firebreak to be maintained 2m on either side of the fence where possible)
- The fencing area on the southeast of the fence where there is a railway tracks, including areas around primary and secondary dam.
- Cutting of grass around all boreholes both on and around site (including Gypsum Dam)
- Upper Pan Exit
- Upper Pan Walkway
- Entrance to Vlei (behind Grindrod)
- Alton site
- Car Park
- Salvage Yard
- Gypsum Dam Area
- Rail Yard (including areas around the supervisor's office, around Tower#1, around truck parking area, stripping sump area (Port), outside the Rail yard main gate and around the New Road weighbridge office.
- Foskor facilities within the Richards Bay Harbour

FOSKOR GRASS CUTTING AND LANDSCAPING

- The artificial canal that flows from the upper pan located to east, into Richards Bay estuary situated to the south (Lat: 28° 46' 47,75" S, Long: 32° 01' 27.26" E)
- Artificial canal directly downstream of the W central arterial road and the upper pan of the larger Thulasihleke pan (Lat: 28° 46'.92" S, Long: 32° 01' 41.70" E)
- Approximately 856m upstream of the development on the watercourse delineated by Groundtruth (Lat: 24° 46' 49 99" S, Long: 32° 02' 22 90" E)
- Approximately 136m and 32 m directly north of the development and R34 John Ross Parkway (Lat: 28° 46' 09.38" S, Long: 32° 02' 22.79" E)
- Mondi pump station
- Sewage pumps area on the South of South gate area

C.2 Minimum Specifications for Landscape Maintenance

C.2.1 Turf management

The aim of any turf management program is to ensure that the turf being managed is kept healthy and is aesthetically pleasing.

C.2.2 Types of Management Operation

The main routine management operations are mowing, raking, weeding, application of fertilizers and irrigation, from time to time it will be necessary to apply topdressing, pesticides, fungicides, and herbicides. The other operations usually grouped under the term "renovations" or spring treatment including scarifying, spiking, and forking, coring, grooving, and brushing.

The frequency and timing of carrying out the latter operations and the number of them used would vary according to the condition of the turf and environmental factors. This shall be agreed of in a service level agreement.

C.2.3 Lawn Maintenance

a) Mowing of manicured Lawns

Turf shall be mowed and manicured on a weekly cycle in summer (September to April) and on a two-weekly cycle in winter (May to August) subject to climatic conditions.

The CONTRACTOR should ensure that excessive damage is minimized by:

- Using mowing equipment that will cause minimal compaction.
- All grass clipping shall be removed from site immediately.
- Vary mowing pattern to spread compaction and the imprinting of the wheel on the turf.

The CONTRACTOR must ensure that the blades are kept clean and sharpened regularly to cut leaves cleanly and minimize infection.

The cutting height shall be adjusted according to seasonal variations;

Peak growing season (summer) - 25mm to 30mm

Off-season (winter) - 30mm to 35mm

Drought conditions - at the discretion of the contractor in consultation with Foskop.

b) Equipment

The CONTRACTOR shall supply appropriate and adequate grass-cutting equipment to successfully comply with the specified grass cutting cycles.

- Where the employer, upon inspection, is of the opinion that the CONTRACTOR has ineffective or inadequate equipment, which will hamper the safety of employees and work to be carried out, Foskop shall have the right to instruct the CONTRACTOR to obtain and provide the other additional equipment.
- Lawnmowers with proper catch-bins shall be used inside the premises. The use of brush cutters to mow lawn inside the premises is not allowed. Brush cutters are allowed outside the premises.

c) Fertilizers

Shall be provided free of charge by Foskop as and when needed. Service provider to ensure the Safety Data Sheets (SDS) are submitted during the tendering stage to the Occupational Hygiene Team.

d) Weeding

- Weeds to be removed by hand in areas of sparse weed infestation continuously.
- No weeds should be found in /on paving, parking areas and any walkways.
- Heavy weed infestation (mainly broad leaves) to be controlled by recommended herbicide treatments.

e) Top dressing

- Topdressing is a practice of applying a thin layer of growing medium to the lawn surface and should comprise equal parts of compost and topsoil every three months

f) Compost

- All compost shall be well decomposed, weed free, free of damaging salts and other impurities. Results of compost analysis must be available for inspection at any time.

C.2.4 Turf Renovation

a) Thatch build-up

By definition, thatch is regarded as a layer of dead and living shoots, stems and roots zone below the green tops. Decomposing thatch that becomes intermingled with soil particles is called a mat.

A small amount of mat and thatch up to 6mm is usually considered beneficial because it:

- Gives turf some resistance
- Increases weather tolerance
- Cushions the underlying soil against compaction
- Acts as mulch and reduces evaporation of water from the soil.

Moderate to heavy thatching is definitely not beneficial to turf because:

- Thatch can reduce infiltration rate either by becoming water repellent or by being compressed into a dense layer thus creating dry spots.
- Heavy thatch reduces the tolerance of turf grasses to heat damage and cold.
- Thatch can harbour pathogens and insects, leading to greater diseases problems.

With the exception of the area where the Sasol gas line goes through Foskor, the thatch growth should be minimized because of the fire risk to the Sulphur store and gas line.

b) *Spring treatment (Turf Renovation)*

It is essential that all old grass over the season that has built up as a mat or thatch is removed to allow the new grass to come through. All manicured lawns that have a moderate to heavy thatch build-up would require spring treatment in September each year.

C.3 Establishment and Maintenance of Trees and Shrubs

- The planting of new trees and shrubs shall be agreed upon with Foskor beforehand
- The contractor shall maintain existing trees and replace them when the plants die due to negligence due to poor performance.
- The replacement cost, with an appropriate tree type is for the contractor
- Damage to trees & shrubs, other than poor maintenance, is at the cost of Foskor

By the south side of Foskor i.e. South gate area, there should be tree felling and cutting every six (6) months.

C.4 Planting of Trees

Trees should be planted at the same depth as when growing in the nursery or up to 50mm deeper in cases where subsidence is a possibility.

C.5 Trees Ties

- Trees ties are essential to prevent tree rock and the resultant bruising or breaking of new feeder roots in the soil.
- Ties should be adjustable and preferably of material such as rubber to allow girth thickening without constriction of the trunk.

C.6 Tree Guards (110mm PVC pipe)

- To be used to safeguard against damage caused by brush cutters.
- Tree guards should be in lengths of 250mm with a slit on one side.

C.6.1 Maintenance

- Regular check on tree ties to avoid constriction of trunk.
- Check that stakes are still firm and that no chafing has occurred to the tree.
- Keep basins clear of weeds fertilize with 60g1:0:1 (48) per tree twice per year, applied to the dripline.
- Prune dead, diseased and crossing branches immediately after inspection
- A watering program of approximately 25 liters, every 10 to 14 days should be maintained for the first two years after planting.

C.7 Maintenance of trees, shrubs and ground cover/beds

- Ground covers and beds should be kept full. The replacement cost due to poor maintenance should be included in the cost.
- All trees, shrubs and ground cover are to be regularly pruned by a competent person who must understand the growth habit, form and flowering times.
- Appropriate tools, which include, shears, secateurs and saws are essentials.
- Pruning should serve to remove dead and diseased wood, damaged and crisscrossing branches and restore the desired shape of the plant.
- All cut surfaces are to be sealed with a suitable tree sealant.
- Pruning should maintain the plants natural shape and not cause distorted growth.
- Ground cover should be pruned to the desired shape and design and would constitute routine maintenance.
- Pruning is only required for intensive landscape areas.
- All pruned branches, stems and leaves are to be removed from site.
- Pruning should be executed judiciously taking into account seasonal variations.

C.8 Plant Material

- All plant material that is to be utilized for landscaping purposes must be obtained from nurseries that are registered.
- All plant material must be healthy, disease free, vigorous, unblemished and pest free.
- Root-bound plants would not be acceptable.
- Plant containers must be weed free.
- No broken, snapped, or grossly deformed plants will be stored or planted on site.
- Dead plants will immediately be removed from site.
- Plants in containers must be well rooted with balance root development.
- Roots must be spread evenly though the growing medium.

C.9 Fertilizer Applications

- Fertilizers shall be applied in two forms, that is, organic and inorganic and must conform to the relevant legislation (fertilizers, farm feeds, agricultural remedies and stock remedies act No 36 of 1947 and its amendments).
- The type, quantity and timing of fertilizer applications should be subject to soil sampling, and analysis and subsequent fertilizer recommendations.
- Trace element deficiencies are to be corrected by foliar sprays over and above granular fertilizer applications.
- Slow-release fertilizers are to be used in every topsoil every three months
- The CONTRACTOR shall make every effort to maintain a good balance in the use of both inorganic and organic fertilizers particularly in areas where it is intended to improve soil texture, water holding capacity and long-term fertility status.

C.10 Weeding

- The CONTRACTOR shall be responsible for the timorous removal of all weeds within the landscape installation, which includes but not restricted to manicured lawns, plant beds, hard landscaped areas, around trees, and informal natural areas. Sparse weed infestation should be removed manually by hand or suitable tools and removed from site. Heavy weed infestation to be controlled by chemical means as and when required.
- The CONTRACTOR shall refer to "A guide to the use of Herbicide, 16th edition, 1998" obtainable from the department of Agriculture for additional information. The CONTRACTOR shall also supply appropriate application equipment, safety apparatus and practice the safe and judicious use of chemicals. It is responsibility of the CONTRACTOR to ensure that only undesirable plant species are controlled by chemical means and no damage occurs to neighboring plants.

C.11 Plant Protection

- The CONTRACTOR shall during the duration of the contract, conduct weekly inspections (scouting) of all plant material for signs of pests diseases.

The CONTRACTOR shall take corrective action by utilizing registered chemicals as specified in "A Guide to the use of Pesticides and Fungicides" obtainable from the department of Agriculture.

- The safe and judicious use of these chemicals is the responsibility of the CONTRACTOR.

C.12 Hard Landscape Areas

- Weed control of roadways, curbs, paved, concrete and gravel areas shall be required as a part of routine maintenance as and when required.
- The CONTRACTOR shall undertake weekly inspections in order to identify and control all weeds and unwanted vegetation in the following areas.
- Stones and decorative rocks shall be washed on request by Foskor, twice every year.

Paved areas: staff parking area, contractors parking, the VIP parking area, all walkways, traffic islands, courtyards etc.

Gravel areas: All areas around the premises.

Concrete areas: concrete roads, curbs, vehicle parking areas, storage areas, concrete draining canals.

C.13 Natural areas and perimeter fence

- The Contractor shall be expected to do ride on mowing at least once a month at the Mondi pumps.
- A fire break (area inside and outside the fence line) around Foskor premises shall be maintained at three meters.
- Without destroying the natural look, weeding to keep alien plants away shall be done regularly.
- Areas to the north and west of the acid plant shall be maintained from the Fence line up to the roadside.
- Areas to the south of the acid plant shall be maintained from the line up to five meters from the fence

C.14 Rail Yard

- Cut and chemically and or mechanical treat the grass and vegetation inside the Rail yard.
- Cut the grass and vegetation inside the Rail yard next to the car port. Cut the grass and vegetation outside the Rail yard main gate.
- Cut the grass and vegetation outside the Rail yard fence in front of Granulation Plant loading bay
- Cut the grass and vegetation at South gate (truck parking and surrounding areas)
- Cut the grass and vegetation around the water reservoir office.
- Cut the grass and vegetation around the next to weighbridge office.
- Cut the grass and chemically treat the trees between Rock Store and Road 9
- Cut the grass at the Stripping sump area in the Port.

- Cut the grass and vegetation at the Port tanks

In doing the above the contractor may need to use the lawnmowers, brush cutters, motorized grass trimmers or other cutting equipment and spray treatment to control weed growth. The supplier must have access card to the Port. Tenders will only be accepted from registered pest control companies as stipulated in the Fertilizer Farm Feeds and Animal Act 36 of 1947. Proof of valid registration certificate must accompany the tender documentations. Further to this proof of training of a person that will be conducting the work on site must be supplied.

C.15 Alton Site

- Cut the grass and vegetation around the truck staging area and around the fence line
- Cut the grass and vegetation around the office facility, rapid wall houses and braai area
- Maintain the flowers and garden around the office building and site entrance

C.16 Gypsum Dam

- Cut and chemically and or mechanically treat the grass and vegetation around the trenches.
- Cut the grass and vegetation on the road and two meters inside the fence line
- Cut the grass and vegetation around the Stilling Basin water en-catchment
- Cut the grass and vegetation around the pump station/house
- Cut the grass and vegetation around the effluent discharge channel towards the Bizolo

C.17 Removal of Alien Vegetation

The contractor shall ensure that all alien vegetation is removed from site and an on-going program needs to be established to ensure that this is maintained.

C18 Foskor Safety Documents to be submitted, Environmental and Site Management

C.18.1 SHREQ Requirements

The successful Tenderer will be required to comply and ensure continuous compliance with Foskor standards and national regulations:

- Compliance with COP6 (Contractor Management).
- Compliance and signing of Section 37(2) Agreement in terms of the OHS Act No.85 of 1993 at the Foskor (Pty) Ltd Safety Department.
- Compliance with Legislation requirements which includes the OHS Act, NEMA (National Environment Management Act) and other relevant applicable Legislation.

- A safety plan for the work to be done by the contractor.
- The contractor must appoint a qualified Safety Officer with at least Diploma in Safety Management or SAMTRAC or both either on a full time or part-time basis to conduct the following responsibilities:
- Conducts and submit audits monthly.
- Conduct and submit inspections monthly.
- Compile and submit safety monthly report to Safety Department.
- Perform safety talks and awareness training and submit evidence to Foskor.
- Visibility on Site.
- Conduct inspections on PPE and provide evidence to Foskor.
- Continuously update Safety File.
- A contractor to submit a comprehensive task-based risk assessment that has acknowledged the Foskor baseline risk assessment and method statement.
- A contractor to appoint a full-time Supervisor to manage and supervise all the activities of his/her employer.
- All new work activities must have scope of work and communicated to Safety Department before starting with the work with exception of emergency breakdowns.

* *copy of requirements available from Foskor SHREQ Department.*

C.18.2 Environmental Management Specifications

In order to ensure that the construction works is designed for an environmentally sensitive area, strict compliance to the Environmental Management Plan (EMP) guidelines may be requested after appointment of the contractor.

The EMP shall be part of the terms of reference for all contractors/consultants, sub-contractors/consultants and suppliers.

A copy of the EMP requirements is available from Foskor (Pty) Ltd SHREQ department.

All MSDS's to be submitted to Foskor (Pty) Ltd.

Waste disposal needs to comply to Foskor (Pty) Ltd Waste Management Plan.

C.19 OHSA 1993 Health and Safety Specification

This specification covers the health and safety requirements to be met by the successful Tenderer (Contractor) to ensure a continued safe and healthy environment for all workers, employees and subcontractors/consultants and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No. 85 of 1993), and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction regulations.

C.19.1. Health and Safety Induction

The successful Tenderer (Contractor) shall ensure that all employees under his control, including the subcontractors/consultants and their employees, undergo a health and safety induction training course by a Foskor competent person before entering site.

- a. The Contractor shall ensure all his/her personnel have attended the Safety Induction, by Foskop (Pty) Ltd before they enter site.
- b. The Contractor on entering site, must wear Foskop minimum required PPE at all times namely safety glasses, acid resistant overalls, safety harnesses (on heights), safety boots or steel cap gumboots, ear protection and **gas masks (Halfmask double filter – screw type with filter type A1B1E1K1 – North Safety Product or similar approved product) and goggles (Uvex ultravision – W1663459B – DIN CE 0196) preferably in a pouch.** Should a Contractor be found on site without the above-mentioned safety clothing, he will be removed from site and will not be allowed to return. FFP3 dust mask fitted with an exhalation valve must be used when working in dust in on the B&D Store.
- c. **Overalls must be Blue Sweet Orr overall (80% Polyester 20% Viscose Rayon Acid repellent) with Company names either on front of jacket or back OR Blue North Safety Acid/Flame overall (Flame retardant acid resistant anti-static ATPV 15.4CAL/CM2) with company names either on front of jacket or back and fluorescent reflective strips to be stitched onto sleeves and on the knees.**
- d. The Contractor shall demarcate the relevant work area. The Contractor shall supply and erect an appropriate name board with all relevant information and contact details at the work area.
- e. The job risk assessment shall be carried out at the start of each shift. This risk assessment shall cover all activities planned for the relevant shift. The risk assessment shall be submitted to Foskop (Pty) Ltd at the start of each day shift and each night shift.
- f. The Contractor must take safety precautions when working on site.
- g. The Contractor must remove all their equipment within 48 hours after project completion/closure.
- h. A complete safety file to be submitted to Foskop (Pty) Ltd Safety Department before any work commences.
- i. The Contractor's vehicle when entering the Plant must have rotating orange lights on at all times.
- j. **The Contractor and their employees must undergo a full medical at either Foskop or other approved occupational health service providers,**
- k. A once-off fee is also required for access cards from Foskop Security. Please contact Foskop (Pty) Ltd Security Reception at 035 902 3267 for information.
- l. No access to elevated platforms, roof and scaffolding will be allowed during rainy days.

C.19.2. Site Establishment Requirements.

General Safety Regulations (OHS Act 85 of 1993)

2B. Display of substituted notices and signs

If the provisions of any regulation prescribe a particular notice or sign to be displayed by an employer or by a user at a workplace, the employer or user may, in lieu thereof, display a corresponding symbolic sign, as contained in a safety standard incorporated for this purpose into these regulations under section 44 of the Act, in which case the employer or user shall be deemed to have complied with such provisions.

Facilities Regulations (OHS Act 85 of 1993)

2. Sanitation

(1) Every employer shall provide sanitary facilities at a workplace in accordance with Parts F, P and Q of the application of the National Building Regulations.

(2) Notwithstanding the provisions of sub regulation (1), an employer may, where less than 11 persons are employed on one premises, make arrangements in writing for such persons to use closets and washbasins on adjoining premises: Provided that such facilities are freely and readily accessible; and the facilities comply with the provisions of these Regulations as well as with SABS 0400 with respect to - the total number of employees who will be using the facilities; and the condition of such facilities.

(3) Every employer shall make toilet paper available free of charge to employees; provide every water closet pan designed to have a seat, with a seat; supply a towel to every employee for his or her sole use or disposable paper towels or hot air blowers or clean portions of continuous cloth towels, at washbasins; and provide toilet soap or a similar cleansing agent free of charge to employees.

(4) Every employer shall, under the circumstances contemplated in Table 4 of Part P of SABS 0400, provide showers for the use of his or her employees, and he or she shall provide running hot and cold or premixed hot and cold water for washbasins and showers; ensure that the walls of that part of a room in which there are showers, are smooth and impermeable, and that the floor thereof is slip-free and sloped for effective drainage; and ensure that where showers are provided in a room with windows, such windows are glazed in obscure glass or similar material.

(5) In respect of each room in which there are closets, urinals, showers or washbasins, every employer shall provide a conspicuous sign outside the entrance to such room to indicate the gender of the persons for whom the room is intended; ventilate such rooms in accordance with the provisions of Part O of National Building Regulations: provide the necessary screen walls, partitions, or doors to provide privacy; and ensure that water feeding to showers or washbasins on his or her premises which is not obtained from the water supply system of a local authority, complies with SABS 241.

3. Facilities for Safekeeping

(1) An employer in a workplace shall provide every employee in his or her service, excluding office workers, with a personal facility for safekeeping in which clothes or other personal items of the employee can be kept safely and in a good condition.

(2) Every employer shall ensure that every employee referred in sub regulation (1) shall store his or her clothing and other personal items in his or her facility for safekeeping.

(3) The provisions of this regulation shall not apply in respect of activities for which specific types or numbers of facilities for safekeeping are prescribed.

4. Changing Rooms

(1) In respect of employees for whom showers are prescribed; or who need to undress, the employer shall provide separate changing rooms for males and females respectively, in accordance with Part C of SABS 0400.

(2) An employer contemplated in sub-regulation (1) shall ensure that a changing room is not connected directly by means of a door or of any other opening to any room in which there is exposure to a hazardous chemical substance or a hazardous biological agent, or in which untanned hides or skins or unwashed wool or mohair are treated, processed or stored; provide adequate seating in the form of chairs or benches in every changing room for the maximum number of employees that will be using such changing room at any one time; not store any material, tools or other goods not related to use of a changing room in such changing room or allow such items to be stored therein; where a change-room has windows, glaze such windows in obscure glass or similar material; screen the entrance of every changing room in order to afford privacy; provide a conspicuous sign at the entrance to a changing room to indicate the gender of the persons for whom the changing room is intended; provide facilities for the drying of wet clothes, if the employees for whom the changing room has been provided, may become wet in the course of their work; ensure that every changing room is naturally or artificially ventilated in accordance with Part O of the National Building Regulations; and ensure that no employee referred to in sub regulation (1) changes his or her clothing at any other place at a workplace than in the changing room provided for him or her.

(3) Subject to the provisions of regulation 5 an employer may allow a changing room to be used for the partaking of meals provided that an obscure partition that reaches the ceiling or roof is installed between showers and eating places; and there is no direct communication between the changing room and the toilet facilities.

5. Dining-rooms

(1) Notwithstanding the provisions of regulation 4 (3), every employer of employees who at a workplace are exposed to a hazardous chemical substance or a hazardous biological agent; come into physical contact with any known poisonous substance, which may cause illness if taken orally; are exposed to dirt, dust, soot or similar filth; or handle or process untanned hides or skins, or unwashed wool or mohair, shall provide a separate dining-room or eating place on the premises which in respect of the maximum number of employees who will be using it at any one time, shall be in accordance with Part C of SABS 0400.

5(2) An employer contemplated in sub regulation (1) shall provide tables and chairs in every dining room for the maximum number of employees who will be using the dining room at any one time; ensure that a dining-room or eating place is not connected directly by means of a door or any other opening with any room in which there is exposure to a hazardous chemical substance or hazardous biological agent; or in which untanned hides or skins or unwashed wool or mohair are treated, processed or stored; not store any material, tools or other goods not related to use of a dining-room in such dining-room or allow such items to be stored therein; and ensure that every dining room is naturally or artificially ventilated in accordance with Part 0 of the National Building Regulations.

6. Prohibition

Every employer shall prohibit smoking, eating or drinking at workplaces contemplated in regulation 5(1); and display conspicuous signs or notices at such workplaces prohibiting smoking, eating or drinking.

7. Drinking water

Every employer shall make available an adequate supply of drinking water for his or her employees at their workplace; and clearly and conspicuously mark such taps and pipes that is not fit for human consumption.

8. Seats

Every employer shall where reasonably practicable, provide an ergonomically sound seat for every employee whose work can be effectively performed while sitting; where reasonably practicable, permit an employee whose work is normally performed standing to take advantage of any opportunity for sitting which may occur, and for this purpose the employer shall provide seating facilities; and provide seats with backrests where the nature of work performed by the employees is such that such seats can be used.

9. Condition of rooms and facilities

Every employer shall maintain all rooms and facilities which are prescribed or provided for in terms of the provisions of these regulations, in a clean, hygienic, safe, whole and leak-free condition, and in a good state of repair.

10. Offences and penalties

Any person who contravenes or fails to comply with any provisions of regulation 2(1), 2(3), 2(4), 2(5), 3(1), 3(2), 4, 5, 6, 7, 8 or 9 shall be guilty of an offence and liable on conviction to a fine or to imprisonment for a period not exceeding six months in the case of 2 continuous offence, to an additional fine of R200 for each day on which the offence continues or additional imprisonment of one day on which the offence

continues:

Provided that the period of such additional imprisonment shall in no case exceed 90 days.

References

1. Occupational Health and Safety Act No. 85 of 1993, 24th edition.

MANDATORY AS ENVISAGED BY SECTION 37(2) OF THE ACT

By the submission of a tender, any tenderer will, if awarded the contract to which this tender document relates, be deemed to be mandatory as envisaged by Section 37 (2) of the Act.

As a mandatory the successful tenderer will be deemed to be the "principal contractor" and an employer in his/her/their own right with duties as prescribed in the Act and accordingly will be deemed to have agreed to be solely responsible for ensuring that in connection with the service to which this tender document relates, all work will be performed in accordance with the Act.

It is further noted that: -

- a) The Contractor shall comply with all Foskor Regulations and Safety Standards.
- b) The Contractor shall fully comply with the OHS Act (Act 85 of 1993).

IMPORTANT NOTE

The above is a summary of some of the matters as defined in the Act. The successful Tenderer (Contractor) is required and advised in his own interest to make a careful study of the Act and the Construction regulations.

Ignorance of the Act and the Regulations will not be accepted in any proceedings as a valid reason if non-conformance to the Act and the Regulations are committed.

C.20. Applicable General Conditions of Contract

Unless expressly otherwise indicated, Foskor General Conditions of Contract and the FIDIC terms of Contract would apply, and is available from the Manager Procurement Foskor Richards Bay.

C.21. Quality Management

The successful Tenderer is to adhere to Foskor (Pty) Ltd.'s Quality Management System and specifications incorporated in this Tender Document.

To ensure that all installations are carried out in a controlled manner, the Contractor shall demonstrate this by means of the internal quality system, which shall include as a minimum a QCP for each piece of equipment. The QCP must be approved by Foskor before commencement of any work.

C.21.1 Quality Control:

- i. A detailed QCP (Quality Control Plan) shall be submitted within 14 days of contract award.
- ii. Quality of work must be monitored and controlled at a high level at all times.
- iii. At each hold and witness point all work shall be suspended until the specified inspection has been completed and the QCP updated and signed accordingly by Foskor (Pty) Ltd or its representative.
- iv. At each milestone, the designated Foskor (Pty) Ltd Quality Representative must approve the quality and standard of work being produced.
- v. It shall be the responsibility of the Successful Tenderer (Contractor) to give Foskor (Pty) Ltd timely notice of hold and witness points requiring their intervention.

C.22 Technical Evaluation Criteria of Tender

MANDATORY REQUIREMENTS

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

No.	Mandatory Requirement	Comments
1	Valid Letter of good standing with the Department of labour and employment	Letter of good standing with the Department of labour and employment that is valid
2	Registration for UIF and proof of compliance	Registration for UIF and proof of compliance
3	Certificate of registration for pest control and fumigation as per the fertilizer, farm feeds, agricultural remedies Act 36 of 1947	Proof of certificate of registration that is valid i.e. be in good standing

TECHNICAL REQUIREMENTS

Evaluation Criteria (Technical)

TENDER TITLE : GRASS CUTTING AND LANDSCAPING SERVICES FOR FOSKOR RICHARDS BAY

No.	Technical Criteria Description	% Contribution	Proof/Documents to be submitted	Notes
4	Compliance, competency			
a)	Demonstrate that the bidder's office is based within King Cetshwayo District Municipality 10% = Within specified district municipality 0 = Not in the specified district municipality	10%	Proof of address that company is registered within the King Cetshwayo district Municipality	

b)	<p>Proof that the scope of work to be performed, forms part of the core business of the Service Provider and have experience with handling of hazardous chemical agents such as herbicides, grass cutting and landscaping</p> <p>5 years or more working experience= 20% 2-4 years=10% Less than 2 years= 5% No experience = 0%</p>	20%	References letters from clients including contactable contact number. Must give a reference with company letterhead and /or signed contract	
c)	<p>GHS compliant SDSs</p> <p>Safety data Sheets of chemical agents to be used during application of herbicide- Use SDS's that are GHS compliant = 15% SDS available but not GHS compliant = 5% No Safety data sheets submitted=0%</p>	15%	Submit valid SDS reviewed within 5 years and GHS compliant	
d)	<p>Training Pest control assistant certificate and pest management officer</p> <p>Valid Certificate for pest control assistant and pest management Officer=15% Only certificate for pest control assistant = 5% No certificates submitted = 0%</p>	15%	Certificates of competency as per Fertilizers, Farm feeds, Agricultural Remedies and Stock Remedies Act 36 of 1947	
e)	<p>Safety requirements safety officer with SAMTRAC/National diploma</p> <p>Safety officer cv and qualifications = 10% No Safety qualification or CV=0%</p>	10%	Submission of the CV and certified qualifications of a safety officer i.e. National Diploma or related field qualification or SAMTRAC	

f)	Registration with the South African Pest control Association Valid proof of registration with SAPCA= 15% Invalid/No registration=0%	15%	Submission of Valid Proof of Registration with SAPCA	
g)	Asset register for equipment that includes Serial numbers is Inventory available= 15% Inventory unavailable = 0%	15%	Submit Equipment inventory that has serial numbers and proof that items on the list are insured.	

Total Technical Score: 100%

NOTE: Scoring to add to 70/100 in total

DISQUALIFICATION CRITERIA **

1. Mandatory documentation not submitted
2. Incomplete priced Bill of Quantities (e.g. omission of unit rate/price etc.)
3. Compulsory site visit/meeting



TENDER DOCUMENT

Tender no: FTP /23/MN

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