

PROCUREMENT OF REPLACEMENT, REPAIR AND SERVICING OF AIR CONDITIONERS

Tender no: **FOSRBY-RFP-51-24/25**

Cost Code:

Revision¹: 1.0 see legend at bottom of page

Revised date: 24/05/2024

NAME	TITLE	Empl. no	SIGNATURE	DATE
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COMPILED – RECOMMENDATION

Bonny Khoza	Electrical Supervisor	19073		
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APPROVAL TO PROCEED

Nolan John	Electrical Engineer	13143		
Nhlanhla Khumalo	E & I Manager	505239		
Sam Mbuyazi	GM Acid Division	500441		
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.

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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 the procurement of Replacement, Repair and Servicing of Air conditioners

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

Buyer: Tenders and Contracts

For the attention of

Telephone

Fax

Cell no

Email

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, and clearly marked Tender No. And the closing date. distinctly marked as follows:

TENDER	
Tender No. :	THE PROCUMENT MANAGER
Contract Title: Replacement, Repair and Servicing of Air conditioners.	FOSKOR LIMITED(PTY)LTD
	21 John Ross Parkway
	Richards Bay
	3900
Closing date:	

- 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 able 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 Superintendent: Tenders and Contracts, 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 our 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 within **14 days (about 2 weeks)** to the **Superintendent: Tenders and Contracts** .

A.3 Site Inspection

An official Site inspection shall be held at the **Foskor, Richards Bay** site for the Tenderer to fully acquaint himself with the extent nature and conditions affecting the work to be done before

submitting his tender. In so doing, you are to ensure you fully understand the work's context and extent (refer B.7 – Site Inspection Certificate).

Date of Site Visit	20 January 2025	
Time of Site Visit	From: 10hr00	To: 11hr00
Meeting Venue	Report at Main Security Entrance	

Please wear the following protective clothing:

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

IMPORTANT

- Please note that a Safety Induction is **MANDATORY** and all Tenderers to allow for at least **30 minutes** before the Site Meeting starts 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. Addendums and 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 details 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 Labor 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.

D) Any effect on the execution of the scope of supply.

E) 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 before accepting 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, program 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 person 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 you shall disqualify from or that Foskor 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	
1.0	SUB TOTALS:				
1.00	Bill No. 1 –Procurement of Replacement, Repair and Servicing of Air conditioners				A1
					A2
	Sub Totals Sum (Excluding VAT)				A3
2.0	Add: VAT	15%			D
3.0	Total Tender Sum (Including VAT)				A4

B1.1 In the event of there being any obvious errors of pricing, extensions or additions in the priced Schedule of Quantities attached, we agree to their being corrected, and the contract amount altered accordingly.

B1.2 We further undertake that this tender cannot be withdrawn or retracted for 90 (ninety) days from the closing date.

B1.3 Notwithstanding that this tender is submitted by invitation, it is clearly understood and agreed that there is no obligation upon Foskop to accept the lowest or any tender.

B1.4 The tendered prices are fixed and firm for the duration of the contract, and unless otherwise agreed to in writing a 10% Retention (held for 12 months, unless otherwise specified) shall be deducted on all payments made for the Liability Period as defined in B.2. This clause also refers to 'Handover' as specified in B 2.1

WE AGREE TO A 0% RETENTION and 12 MONTHS DEFECTS-LIABILITY RETENTION PERIOD.

B1.5 Unless or until a formal agreement is prepared and signed, this tender shall serve as your written acceptance and constitute a binding contract between Foskop and Yourself.

Amount In Words:

Signed aton.....

Signature
For and on behalf of the Tenderer (duly authorized)

.....
Company Stamp

B.2 Work Methodology

The methodology shall contain sufficient detail to assure Foskop that the Contractor has a detailed understanding of the work and has the staff and resources to support the project.

A detailed work methodology shall be submitted **within 7 days of contract award**. A final work methodology shall be verified and approved by Foskop. The contractor is welcome to propose new developments that may be of benefit to both Foskop and the Contractor. All will be reviewed and discussed before award of contract.

OTHER IMPORTANT NOTES

- **'Defects Liability Period'** shall be that period in force for Foskop to call upon the Contractor/Consultant to rectify at no cost to Foskop (Pty) Ltd any defects of workmanship, quality, or practice; and shall remain in force **in parallel with the Retention Period** and any other duration agreed to.
- The Tenderer is to list and motivate any deviations in terms of Project Program and/or time allowed, and this is subject to approval by the Foskop (Pty) Ltd Engineer.
- It would be expected, in the event of critical work and/or work behind programme/schedule, should such be attributable to the Contractor, to make up the time and work and complete the work at no cost to Foskop (Pty) Ltd.

- The Tenderer shall within **7 (seven)** days of contract award submit a final detailed work methodology and programme, and the final work methodology shall be verified and approved by Foskor (Pty) Ltd.
- The Tenderer is welcome to propose alternatives work methodology or approach to work, that may be of mutual benefit. This would be submitted in the form of an Alternative (clearly marked); however, the Tenderer is **still to submit a tender in the form specified** in this tender.
- The Tenderer shall submit a Work Breakdown Structure (WBS) and compile a programme (use MS Projects or MS Excel to compile the Project Program).

B.2.1 Project Completion and Handover; Retention

Unless otherwise agreed, Project Completion (handover) shall be deemed from date of Foskor issuing a Project Complete/Handover Certificate to the Contractor. This should be expected to be received within seven (7) days from date of receipt by Foskor of the complete Data Pack in its acceptably certifiable form (refer Section C of this document, **Quality Control**). Once the project has reached completion as defined by this scope, our onus rests on the Tenderer to request from Foskor a Project Complete/Handover Certificate, which receipt shall define and signify the commencement of Retention Period (if applicable).

B.2.2 Initial Program to be Submitted

The interim and final project completion dates, as indicated in the above table should be used as the guideline for the Tenderer to compile the detail project schedule.

After the contract agreement is accepted (by signature of an agreement or acceptance of a Purchase Order) the dates shall be fixed and shall be applicable to the penalty clause as per agreement.

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 temporarily 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
Project Manager / Owner				
Site Manager/ Contracts Manager				
Quality Assurance and Control				
Document Control and Accounts				

Safety Officer				
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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 similar to the one described in this document (or attach references)

[illegible]

B.5 Schedule of Labor Rates for the Works

The rates for labor 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 some 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 **8 hours per day**.

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

[illegible]

B.6 Schedule of Equipment for 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 **8 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 our sole discretion and subject to the Engineer's prior approval.

[illegible]

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. Background, Present Situation and Proposed Solution

The scope of work ("Works") calls for the successful bidder Service Repair or replace air-conditioners units for Foskor Acid Division. The units are located at Foskor plant, Foskor Administrative office, Harbour premises, Sanlam, and Alton buildings.

The Total number of aircon units is 400 and they are rated by critical and non-critical (critical units are all the units that are situated in the control rooms, DCS rooms Substation Gas rooms, savour room and Tea rooms. Where noncritical air-cons (non-critical aircons are those air-cons that are situated in the office environment without any hashed conditions of the plant like fumes and or dust and acid ingress.

Of the 400 units of air-conditioned we have about 75 unit of air-conditioner that needs be serviced as critical air-conditioner, inclusive of the following arears control rooms, DCS rooms Substations, gas rooms and tea rooms. Critical units are to be services weekly, non-critical units will be serviced as per service intervals.

The contractor will be responsible to maintain all the air-conditioning units in substations, control rooms. DCS rooms, gas rooms, team rooms & office blocks. The contractor will be responsible to service, re-gas, repair or install new air con units.

The contractor must be available 24 hours a day to attend all callouts/ breakdown and normal service that are related to air conditioning.

The following turnaround times will apply:
breakdown during office hours 06H35 to 15H25 is 60 minutes
call out/after hour 120min

The contractor will be responsible to ensure that all spare parts or a spare aircon unit are always available at contractor's workshop. Spars to be kept by the supplier as a critical stock will include the 36 000 BTU, 24 000B BTU, 60 000BTU 12 000 BTU

The power supply available for these air conditioners are 220V, single Phase & 380V, three Phase is available at Foskor.

For any isolation and power requirement required by the contactor he/she must ask the Foskor responsible electrician/ electrical supervisor for any assistance.

C.1.1 Background and Present Situation

Foskor acid division plant has several Substations, DCS Rooms and 3 main control rooms which operates 24 hours a day. It also has various offices and workshops around the plant and offices in Alton, Port tanks, sea water substation, Gypsum dam sublation and in the Sanlam Building. The

control rooms are equipped with DCS control systems which operate 24 hours a day and need to be cooled down and the substation electrical panels and drive rooms generate heat thus they also need to be cooled down using air conditioners need to be repaired or replaced on regular basis.

C.1.2 Proposed Solution: Reason for this Tender

The objective is to appoint a Contractor to repair and replace air conditioners (approx. 400 of different capacities) for Foskor Richards Bay as and when required.

Where air conditioners are to be replaced, environment should be taken into consideration and a suitable air conditioner is to be installed to accommodate for the plant conditions. All air conditioner to be the industrial type aircons

- To check and repair 400 air conditioners out of this air conditioners we have critical air conditioners in Substations, DCS Rooms & Control Rooms (approx. 75) that needs to be checked on a Weekley basis. because environment they are installed into
- The contract period will be for 36 months beginning from subject to an early termination clause (90 days' notice).
- It shall be noted by the supplier that the pricing of this bill will be in rates only and the quantity of the work will be measured on work done.
- The contractor will determine the extent of damage and identify the suitable method for repair. The repair methodology will be finally assessed and approved by the Foskor Supervisor.
- The project will be undertaken in terms of the latest revisions and amendments of all relevant legislation, standards, and Codes of Practices.
- The contractor will complete the Works in accordance with all statutory obligations, Municipal regulations, and all other relevant requirements.
- The Contractor is specifically reminded of the requirements in terms of the Occupation Health and Safety Act-Act 85 of 1993 and latest amendments in terms of this project.

C.1.3 Nature of Work

The nature of this work is Replacement, Repair and Servicing of Air conditioners.

and is envisaged to include (but not limited to) the following disciplines:

- Delivery to Foskor site

It will be the responsibility of Contractor to do what is necessary to complete the scope of works as per applicable specifications, adherence to legislation, meet quality requirements, financial and time constraints so that deliverable is fit for purpose.

C.2. Legislation, Standards and Codes of Practice

Latest revisions or amendments of the listed codes and specification are applicable to this contract:

Number	Title / Description	Revision	Remarks
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Act 85 of 1993	Occupational Health and Safety (OHS Act)	Latest	Applicable
SABS 1200	All relevant specifications	Latest	Applicable
ISO 9001	Quality System Series	Latest	Applicable
ISO 14001	Environmental	Latest	Applicable
ISO 45001	Health and Safety	Latest	Applicable

All work listed in this scope of work shall be completed in accordance with the latest specifications and latest codes as listed. It is the responsibility of the Tenderer to be in possession of the latest standards and latest codes as listed above in the execution of this project.

C.3. Foskor Specifications

All work listed in this scope of work shall be completed in accordance with the latest specifications listed. Those specifically applicable to this Tender is **marked with “YES”**, **however** it does not exclude other specification listed or implied, and it remains the Tenderer’s responsibility to ensure that work execution and tender prepared is in line and meets the requirements of all standards indicated or not.

Where there is contradiction between the Foskor Specification and Legislation, Standards and Codes of Practice, Foskor specifications must take precedence. It is the responsibility of the Tenderer to highlight to Foskor the contradictions on the above.

It is the responsibility of the Tenderer to be in possession of the latest specifications as listed above or implied in the execution of this project.

The Contractor is referred to the Specification mentioned for full descriptions of materials and methods referred to in these Bills of Quantities/Lump Sum documents, as far as they apply.

The Tenderer is advised to study the referred specification before pricing Bills of Quantities/Lump Sum documents.

No claim whatsoever will be allowed in respect of errors in pricing due to brevity of description of items in the Bills of Quantities/Lump Sum documents which are fully described when read in conjunction with the relevant Preambles and/or Specifications.

Suppliers of materials and the like, whose quality systems apply with one or more of the SABS/SANS ISO 9001 Series should be used whenever possible in the absence of a particular SABS/SANS Specification Standard Mark.

The Tenderer is hereby informed that where SABS/SANS Specifications are referred to in these Bills of Quantities/Lump Sums documents and Specifications thereto, then ONLY the Specification of Work Clauses will apply. The method of measurement and payment clauses will NOT apply to this Contract.

C.4. Project Requirements

The Contractor shall provide for the supply of Air Conditioning work, deemed necessary to complete the required scope of work as per the applicable specifications as set out in this document.

C.5 Plant Data

All work listed in the document will be conducted at;
**FOSKOR – RICHARDS BAY DIVISION,
21 JOHN ROSS PARKWAY,
RICHARDS BAY,
3900 SOUTH AFRICA**

C.6 Scope of Work

The scope of work ("Works") calls for the successful bidder Service Repair or replace air-conditioners units for Foskor Acid Division. The units are located at Foskor plant, Foskor Administrative office, Harbour premises, Sanlam, and Alton buildings.

The Total number of aircon units is 400 and they are rated by critical and non-critical (critical units are all the units that are situated in the control rooms, DCS rooms Substation Gas rooms, savour room and Tea rooms. Where noncritical air-cons (non-critical aircons are those air-cons that are situated in the office environment without any hashed conditions of the plant like fumes and or dust and acid ingress.

Of the 400 units of air-conditioned we have about 75 unit of air-conditioner that needs be serviced as critical air-conditioner, inclusive of the following arears control rooms, DCS rooms Substations, gas rooms and tea rooms. Critical units are to be services weekly, non-critical units will be serviced as per service intervals.

The contractor will be responsible to maintain all the air-conditioning units in substations, control rooms. DCS rooms, gas rooms, team rooms & office blocks. The contractor will be responsible to service, re-gas, repair or install new air con units.

The contractor must be available 24 hours a day to attend all callouts/ breakdown and normal service that are related to air conditioning.

The following turnaround times will apply:
breakdown during office hours 06H35 to 15H25 is 60 minutes
call out/after hour 120min

The contractor will be responsible to ensure that all spare parts or a spare aircon unit are always available at contractor's workshop. Spars to be kept by the supplier as a critical stock will include the 36 000 BTU, 24 000B BTU, 60 000BTU 12 000 BTU

The power supply available for these air conditioners are 220V, single Phase & 380V, three Phase is available at Foskor.

For any isolation and power requirement required by the contactor he/she must ask the Foskor responsible electrician/ electrical supervisor for any assistance.

C.6.1 Extent of the Work

The extent of work shall include but not be limited to:

- Supply of all material required for the job. E.g. compressors, piping, trucking, and/or any other materials required.
- Supply all workforce, consumables, tools, and equipment to carry out the job.
- Removal of all old air conditioner unit and transporting it to main workshop
- Installation, repairs, and servicing of air conditioners

- **Supply Guarantee**
- 6 months of each part repaired, or new part installed) on the plant environment and its must be the 12 months period for the office Environment arears on all work done and ensure that acceptance is received when equipment is handed over.
- The contractor shall ensure the condition of the Factor Air cons conforms to the requirements of the OHS Act and Foskor Regulations and Safety Standards.
- The Air cons that are inside the Plant (that are exposed to fumes) shall be inspected on monthly basis for any Aircon defects which can be repaired immediately.
- The replacement (installation of new units) shall take place once the Foskor responsible Supervisor has been informed by contractor because of inspection. This will be followed by an official order to the contractor prior the replacement of the unit.
- The contractor shall also provide technical support on Aircon related problems.
- The contractor shall ensure that there are always enough spare parts available for the repairs of several types of Aircon units.

C.6.2 Supplied Services:

Foskor Supplied Services:

- Supply a copy of the Foskor Procedure Specifications.

- Assisting in issuing of work clearances and HIRA certificates. But HIRA course is to be done by the contractor using the external accredited supplier at the contractor's cost the second day of the training shall be conducted in house at Foskor premises the booking should be made through Foskor training centre the Foskor responsible supervisor can aid in securing the inhouse training for the contractor where the assessment will be made if passed only the competent person can be granted permission to write HIRA on site.

C.6.3 Tenderer's responsibility for the entire scope of work:

1. Supply suitable qualified and competent labour.
General - specialized, artisans and supervision to fulfil the scope of work.
2. A contractor shall supply his own consumables.
3. A contractors shall supply his own tools, including specialized equipment's & step ladder(s) for access to units that are mounted at heights.
4. A contractor shall supply his own PPE (Personal Protective Equipment) as per Foskor site requirements.
5. Contractor to provide two qualified technician / artisans (Trade tested for air conditioning only is acceptable) and two assistants on all working days.
6. During working hours, no labour rate for Dismantling, repairs, Installation, fault-finding & servicing is applicable as their payment is already catered against their attendance on working days.

C.6.4 Foskor Responsibility

1. Supply a copy of the Foskor Procedure Specifications.
2. Assisting in issuing of work clearances and HIRA certificates. But HIRA course is to be done by the contractor using the external accredited supplier at the contractor's cost the second day of the training shall be conducted in hose at Foskor premisses the booking should be made through Foskor training centre the Foskor responsible supervisor can aid in securing the inhouse training for the contractor where the assessment will be made if passed only the competent person can be granted permission to write HIRA on site.

C.6.5 Performance guarantee**C6.5.1 Insurances**

- The contactor shall include details of their service performance and workmanship guarantees for Air Conditioning work.

C.6.5.2 Guarantee:

- The Contractor shall provide guarantee of their Air Condition items supplied to Foskor. depending where he air-conditioned is installed 6 months on the plant environment (critical area) and 12 months for the office environment (non-critical) area

C6.5.3 Quality:

- All work shall be performed to the appropriate quality and standards and to the satisfaction of the FOSKOR Supervisor and the monitoring Supervision Authority, who will be nominated by the FOSKOR Supervisor. Any proposed modification to the items under “Scope of Work” must be agreed upon timeously, before commencing with such work.

C.7. Tender Deliverables

The following documentation shall be returned by all Tenders together with their offers:

- Work Methodology that clearly indicates all the activities to be carried out.
- Contract delivery program clearly indicates the earliest delivery time (Gantt Chart or equivalent).
- Project Milestones
- Company Profile (If supplier has not previously supplied similar product to Foskor Richards Bay)
- Reference Letter (Similar Contract Undertaken)
- Quality Control Plan (QCP)
- ISO 3834 Accreditation
- ISO 9001 Accreditation
- Details of insurances and guarantees.
- Price Lump sum at fixed cost and delivery date

C.7.1 Site Conditions

The site is located on the Foskor (Pty) Ltd Richards Bay Plant, approximately 200 meters from the main entrance, at the section of the plant known as Sulphuric Acid Plant. The Tenderer is deemed to have viewed the site and to have thoroughly acquainted himself with the extent, nature and conditions affecting the work to be done before submitting his tender.

Access to the area is free of obstructions, however the Tenderer must take note that unexpected leaks if any will take priority for containing of these and returning to a safe working condition.

It will be imperative for the successful Tenderer to liaise with Foskor (Pty) Ltd.'s designated team leader (Foskor representative) to ensure safety whenever site access is required.

Full Foskor approved acid resistant PPE (personal protective equipment/clothing) must be always worn/used.

Be cautious of Foskor equipment, employees and contractor employees always doing their routine maintenance and daily duties in the area.

As it will be deemed that the prevailing conditions have been considered when tendering, no claims for extras arising from failure to observe all site conditions will be admitted.

C.7.2 Services which are known to exist on the site

The following services exist on the site:

- Electrical and Instrumentation Cables.
- Other unknown services (e.g., spillage drainage system etc.)

C.7.3 Foskor Supplied Services

Foskor (Pty) Ltd shall be responsible for:		Applicable:
1	Supply a copy of the relevant Foskor Procedure Specification(s).	refer C.3
4	Provide access to electricity connection points. <ul style="list-style-type: none"> Any connection and consumption will be monitored by Tenderer and verified by Foskor on defined intervals (usually at the beginning and end of contract) 	YES
5	<ul style="list-style-type: none"> 	YES
6	Provide a suitable area for site establishment for Successful Tenderer (Contractor). <ul style="list-style-type: none"> Successful Tenderer to formally in writing motivates, request and define the area and services it deems necessary for site establishment. Foskor will at its own discretion (if request is approved) allocate a site establishment area, however Foskor can should it deem necessary retract or re-define its approval by giving reasonable notice to the successful Tenderer 	ON REQUEST
7	Provide access to ablutions facilities. (not change rooms) <ul style="list-style-type: none"> Successful Tenderer (Contractor)'s workers to be fully dressed in required PPE when coming on site. The successful Tenderer ensures that its workers/subcontractors'/ suppliers that are making use of facilities, do so in an orderly and well-mannered way. Successful Tenderer is not allowed to make use of Foskor's change room or tearoom facilities unless agreed to in writing. The successful Tenderer might be called on to assist with the maintenance and cleaning of ablutions, should Foskor at its discretion believe it be necessary. Cost associated with such cannot be claimed from Foskor (Pty) Ltd. 	YES
8	Assist in issuing work clearances and HIRA certificates.	YES

7.3.1 Successful Tenderer (Contractor) Responsibilities

The successful Tenderer (Contractor) shall be responsible for (inter alia):		Applicable:
1	Supply of own labor, supervision, equipment, specialized manpower and other staff to fulfill the scope of work.	YES
2	Supply suitable (approved) Personal Protective Equipment (PPE)	YES

The successful Tenderer (Contractor) shall be responsible for (inter alia):		Applicable:
3	To ensure that all work is reviewed by designated Foskor (Pty) Ltd representative at all stages and/or agreed milestones of the project. All work completed needs to be inspected and approved by the designated Foskor representative (e.g., Project Supervisor/ Manager)	YES
4	After installation/construction and commissioning the successful Tenderer shall conduct final inspection of all work together with designated Foskor (Pty) Ltd representative to compile SNAG list.	YES
5	To ensure that all acceptance approvals as per the Quality Control Policy (QCP) are received before work is finally handed over.	YES

Note that concerning above:

- i. No claims towards losses will be accommodated.
- ii. All items the Successful Tenderer will bring to Foskor (Pty) Ltd will be reviewed and approved by Foskor (Pty) Ltd and shall conform to Foskor procedures.

C.7.4 Certification by Recognized Bodies

Only Tenderers registered with the relevant Board (e.g., Electrical, National Building, etc.) of South Africa in accordance with the Regulations of the Occupational Health and Safety Act will be accepted and permitted to do work under this contract.

C.7.5 Requirement for the termination, diversion, or maintenance of existing services

Only Applies if/where electrical conductors, pipe conduits, electrical transmitters, ducting or ventilation services are affected. Unless identified as part of the scope, the Contractor must immediately bring to Foskor's attention any previously unspecified or obstructing services existing in his area of work without terminating/diverting/hindering such services.

C.7.6 Nominated Sub-Tenderers

Should the tenderer anticipate using Subcontractors for any part of the scope, these must be specified below.

The following Sub-Tenderers are nominated:

Contractor	Concerning Works	Contact

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C.7.7 Invoicing and Payment

Payment will be made by Foskor (Pty) Ltd, after approval (with consideration for the construction, completion, and defects corrections of the Works) by the Foskor (Pty) Ltd.'s Project Representative (i.e., Engineer, Project Supervisor) of the submitted Payment Certificate to the Tenderer within **90 (ninety)** days from the date of the Tenderers approved invoice.

The invoice shall be approved in accordance with the provisions of Foskor (Pty) Ltd.'s terms and conditions.

The invoice submitted is to be in a format acceptable to the Foskor (Pty) Ltd.'s Project Representative and need to contain the following minimum information:

- Company details, registration no and VAT registration no,
- Purchase Order no & Date of Invoice,
- Copy of Purchase Order,
- Detail description of work done to date,
- Value of the current claim and work done (excl. VAT),
- VAT charged.

C.7.8 Progress of Works

Should Foskor (Pty) Ltd at any time be of the opinion that the rate of progress of the Works or any part thereof is too slow to ensure the completion of the Works or any part thereof by the Completion Date, Foskor (Pty) Ltd shall so notify the Contractor in writing, with specific reference to this Clause, and the Contractor shall thereupon, subject to the approval of Foskor (Pty) Ltd take such steps as are necessary to expedite progress so as to complete the Works or the said part thereof by the Due Completion Date.

C.7.9 Penalty

If the Contractor, by the Due Completion Date, fails to complete the Works to the extent which entitles him to receive a Certificate of Practical Completion, the Contractor shall be liable to Foskor (Pty) Ltd for an amount of **0.1% for every Calendar Day that the works is late or such portion of the contract price as is associated with that part of the Works.**

The imposing of such a penalty shall not relieve the Contractor from the obligation to complete the Works or from his obligations and liabilities under the Contract.

C.7.10 Claims: Extension of Time for Completion, Additional Payments, or Compensation

C.7.10.1 Claims Procedure

The following provisions shall apply:

- i. Claims are to be submitted in writing within **7 days** after the circumstances, event, act or omission giving rise to such claim has arisen or occurred to the Foskor (Pty) Ltd Project Representative
- ii. Submit **written notice** to the Foskor (Pty) Ltd Project Representative of the intention to claim within **7 days** after the circumstances, event, act, or omission giving rise to such claim has arisen or occurred. The Notice and subsequent claim to set out:
 - a. Particulars of the circumstance, event, act, or omission giving rise to the claim concerned.
 - b. Provisions of the portion of the contract on which he intends to make the claim.
 - c. Length of extension of time, if any, claimed and the basis of calculation thereof, and
 - d. The Price Adjustment, if any, claimed and the basis of calculation thereof.
- iii. If the Contractor cannot comply with any of the provision above within the said period 14 days (about 2 weeks), he shall:
 - a. Notify the Foskor (Pty) Ltd Project Representative in writing of his intention to make the claim and comply with such requirements as he reasonably can.
 - b. Deliver additional information in writing that is reasonably required by FOSKOR (Pty) Ltd; and
 - c. Comply as soon as practical with such requirements as described above in this clause, within the time agreed to by the FOSKOR (Pty) Ltd Project Representative.
- iv. In the event of failure to comply with any of the provisions, the claim would not be accommodated and FOSKOR (Pty) Ltd would be discharged of all liability in connection with the claim.

C.7.10.2 Extension of Time for Completion

The whole work shall be completed within the time agreed upon.

If any circumstances of any kind whatsoever may occur and as such, fairly entitle the Contractor to any extension of time for the completion of the works or portion thereof, then the FOSKOR (Pty) Ltd Project Representative will consider a claim duly submitted.

C.7.11 Cancellation of the Contract by FOSKOR (Pty) Ltd

If:

- (a) (i) The estate of the Contractor shall be sequestrated (provisionally or finally), or
- (ii) The Contractor shall publish a notice of surrender of his estate as insolvent, or
- (iii) The Contractor, being a company or a close corporation, shall go into liquidation (provisionally or finally), or

- (iv) The Contractor shall assign the Contract without the consent in writing of Foskor (Pty) Ltd having first been obtained, or
- (v) The Contractor shall enter into a compromise with the general body of his creditors, or
- (vi) The Contractor shall have an execution levied on his goods, or
- (b) the Foskor (Pty) Ltd Project Representative shall certify in writing to Foskor (Pty) Ltd, and to the Contractor/Consultant, with specific reference to this Clause, that in his opinion the Contractor/Consultant:
 - (if) has abandoned or repudiated the Contract, or
 - (ii) has, without reasonable excuse, failed to commence the Works in terms of the time allowed and agreed to, or
 - (iii) has suspended the progress of the Works without due cause, or
 - (iv) has failed to proceed with the Works with due diligence, or
 - (vi) is not executing the Works in accordance with the Contract, or
 - (vii) has, without the approval of the Foskor (Pty) Ltd Project Representative, subcontracted any part of the Contract, or
 - (viii) has failed to provide the Surety ship, Professional Indemnity within the time stipulated and for 14 days (about 2 weeks) after receiving a written notice from the Foskor (Pty) Ltd Project Representative, referring specifically to the default concerned and to this Clause, failed to remedy the default,

Foskor (Pty) Ltd may, by written notice to the Contractor, terminate the Contract and withhold any payments due until further notice.

C.7.12 Urgent remedial work

All designs changes or remedial action must be communicated to the Foskor Engineer, or the authorized Foskor Designate. Approval of such must be sought and received as early as not to impose undue costs and delays. Should there however be remedial work necessary, the Contractor shall, upon approval from the Foskor Engineer/Designate, affect this with care, accuracy, and speed, so as not to impose undue extension of time and /or cost.

If any work as done by Foskor (Pty) Ltd is work which the Contractor was liable to do at his own expense under the Contract, all costs incurred by Foskor (Pty) Ltd in so doing shall be determined by Foskor (Pty) Ltd or its agent and shall on demand be paid by the Contractor to Foskor (Pty) Ltd.

C.8 Foskor Safety Documents to be submitted, Environmental and Site Management

C.8.1 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.

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

C.8.2 Environmental Management Specifications

In order to ensure that the construction works are designed for an environmentally sensitive area, strict compliance with the Environmental Management Plan (EMP) guidelines may be requested after the 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 with Foskor (Pty) Ltd Waste Management Plan.

C.9 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 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction regulations.

C.9.1. 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/ plant specific Induction, by Foskor (Pty) Ltd before they enter the site.
- b. The Contractor on entering site, must always wear Foskor minimum required PPE namely safety glasses, acid resistant overalls, safety harnesses (on heights), safety boots or steel cap gumboots, ear protection and **gas masks (Half mask double filter – screw type with filter type A1B1E1K1 – North Safety Product or similar approved product) and goggles (Uvex ultra vision – 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 Foskor (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 (about 2 days) after project completion/closure.
- h. A complete safety file to be submitted to Foskor (Pty) Ltd Safety Department before any work commences.
- i. The Contractor's vehicle when entering the Plant must always have rotating orange lights on stop block to be use when the vehicle is parked and only vehicle with the diesel engine is permitted on site.
- j. **The Contractor and their employees must undergo a full medical at either Foscok (Pty) Ltd.'s Clinic or Caradoc Richards Bay or their approved by Foscok (Pty) Ltd. A full lung function test must be done. If a project is longer than twelve months, then a complete medical including lung function tests must be done again and thereafter the lung function test. Medical certificates are valid for one year only. For medical costs and bookings please contact Sister Larna Pieterse at Foscok (Pty) Ltd Clinic on 035 902 3287.**
- k. A once-off fee is also required for access cards from Foscok Security. Please contact Foscok (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.

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

By submitting a tender, any tenderer will, if awarded the contract to which this tender document relates, be deemed 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 Foscok 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.10. 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.11. 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.11.1 Quality Control:

- i. A detailed QCP (Quality Control Plan) shall be submitted **within 3 days of the contract award**. No work shall commence without the approval of the QCP by Foskor.
- ii. Quality of work must always be monitored and controlled at a high level.
- 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. If Foskor is dissatisfied with the quality of work being produced, the Contractor will have to redo work to a standard that is acceptable to Foskor Limited will not entertain any claims arising from this.
- v. The Successful Tenderer (Contractor) shall give Foskor (Pty) Ltd timely notice of hold and witness points requiring their intervention. 11.4

C.12 Summary of Documents to be Submitted with this Tender:

1. Priced Bill of Quantities
2. Initial programme (Bar Chart/Gantt Chart)
3. Milestones
4. Indicative Cash Flow/Invoicing
5. Record of experience and references
6. Proof of professional registration

C.13 BILL OF QUANTITIES

- Please see list of Factory Air cons (with brand names, Aircon size, Aircon location number)

C.13.1 Price Schedule

FOSKOR has about 400 different size of air conditioner consisting of mostly Split units. There are also Duct units and window units in some areas. Spares should be of reputed make & have guarantee of min. 3/6 months.

C13.2 PRICING FOR THE REPLACEMENT OF SPARE PARTS

UNIT SPARES							
	9000 btu	120000 btu	18000 btu	24000 btu	36000 btu	48000 btu	60000 btu
Qty. (approx.)	25	160	45	45	100	5	20
Spares:							
Evaporator Units							
Pc board (main)							
Pc board (24v)							
Transformer							
Fan motor							
Blower wheel							
Blower wheel bush							
Capacitor							
Receiver panel							
Piping (per meter)							
Trucking (per meter)							
Fuses							

Coil							
Condenser unit complete							
Condenser Units spares							
Compressor							
Fan motor							
Comp. capacitor							
Cond fan capacitor							
Power relay							
Fan capacitor – 5mF							
Contactors 30Amp							
Outdoor Pc board							
Cold room							
Freezer room							
Compressor for the cold room/ freezer room							

C.13.3 PRICING FOR REPLACEMENT WITH NEW UNITS (LG/Panasonic/industrial Grade) INCLUDING LABOUR CHARGES

Item Description	Unit/ Price
9 000btu	
12 000btu	
18 000btu	
24 000btu	
36 000btu	
48 000btu	
60 000btu	

The new Air Conditioner should come with minimum of 2-year guarantee in office environment & 1 year in Plant environment. The supplier must provide two crew consisting of two Technicians / Artisans and two assistants to be on site during the office hours (Monday-Thursday 6H35 -15H45; Friday 6H40-14H00)

The following prices should be considered:

	Normal time	Overtime	Call out
Technician /Artisan			
Assistants			
Safety officer			

C.13.4 The KPI to be followed during the term of the contract

- Delivering of all the equipment within the specific time.
- Installation as per applicable SANS standard.
- Servicing all the air con as per schedule
- Keep and maintain all the documentation of all the work done at all Foskor site the copy of such should be kept at Foskor supervisor.
- The documentation must be with the Supervisor within 24hrs after the job has been successfully completed.