

SCOPE OF WORK FOR GENERAL CLEANING ACID DIVISION (PHOSPHORIC ACID PLANT)

Tender no:

Cost Code:

Revision¹: 0.1 see legend at bottom of page

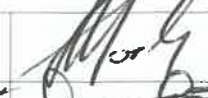

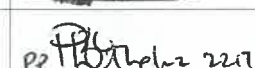
Revised date:

NAME	TITLE	Empl. no	SIGNATURE	DATE
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COMPILED – RECOMMENDATION

Wiseman Mvelase	Production Engineer	11640		27/05/2025
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APPROVAL TO PROCEED

Sagie Moodley	Snr Manager Phosphoric	504385		27/5/21
Charles Mavuso	Senior Manager SHREQ			04/06/2025
Sam Mbuyazi	GM, Acid Division	500441		05/06/2025
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 rental of a bobcat and driver for a period of two years.

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, distinctly marked as follows:

TENDER

Tender No.

Contract Title: **GENERAL CLEANING AND
HOUSEKEEPING AT THE PHOSPHORIC ACID**

**The Manager Procurement
FOSKOR LIMITED
21 John Ross Parkway
Richards Bay**

Closing date & time:

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 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 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 **Superintendent: Tenders and Contracts**.

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 the prevailing site and works conditions. In so doing you are to ensure that you fully understand the context and extent of the work (refer B.5 – Site Inspection Certificate).

Date of Site Visit

Time of Site Visit

Meeting Venue

From:	To:
Report at Main Security Entrance	

Please wear the following protective clothing:

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

Yes
Yes
Yes
Yes
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 – **NOT REQUIRED**

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.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.

Suggested re-wording.

- b) Any effect on the tender price.

Any effect on the execution of the scope of supply.

- c) 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:
- 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.
 - Enter into any agreement or arrangement with any third party that shall disqualify from or that Foskor shall refrain from using.
 - 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	UOM
1.0	SUB TOTALS:				
1.00	Casual Rate per hour @NT				
	Casual Rate per hour @1.5				
	Casual Rate per hour @ 2.0				
	She Rep Rate @NT				
	She Rep Rate @1.5				
	She Rep Rate @2				
	Safety Officer Rate per hour @NT				
	Safety Officer Rate per hour @1.5				
	Safety Officer Rate per hour @2				
	Supervisor Rate per hour @NT				
	Supervisor Rate per hour at 1.5				
	Supervisor Rate per hour at 2.0				
	Shift Allowance %				
	Sub Totals Sum (Excluding VAT)				
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 18 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

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 Foskor and Yourself.

Amount In Words:

Signed aton.....

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

.....
Company Stamp

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

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

Commencement Date (Guide: 2 weeks from tender closes date)

Completion of Final Handover (Guide: Project duration)

OTHER IMPORTANT NOTES

- Defects and liability Period shall be that period in force for Foskor to call upon the Supplier/consultant to rectify at no cost to Foskor (Pty)Ltd any defects of workmanship, quality or practice, and shall remain in force in parallel with Retention Period and any other duration agreed to.
- The Tender is to list and motivate any deviations in terms of Project Program and/or time allowed, and this is subject to approval by the Foskor (Pty) Ltd Engineer.
- It would be expected, in the event of critical work and /or behind programme/schedule should such be attributable to the Supplier; to make up the time and work complete the work at no cost to Foskor (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 Foskor (Pty) Ltd.
- The Tenderer is welcome to propose alternatives work methodology or approach to work, that may be mutual benefit. This would be submitted in the form of 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 Break Down Structure and compile a programme (use MS Projects)
- If the Tenderer is partially or wholly responsible for the design drawings according to which construction is specified, any corrections to design /design drawings shall remain for the Tenderers account for the period of six months (or otherwise agreed) after project completion. This is to ensure that the poor design or inaccuracy of the designs is rectified at no cost to Foskor

B.2.1 Project Completion and Handover; Retention

Unless otherwise agreed, Project Completion (handover), shall be deemed to be from the date of Foskor issuing a Project Complete/Handover Certificate to the Supplier. This should be expected to be received within seven (7) days from the 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, onus rests on the Tenderer to request from Foskor a Project Complete/Handover Certificate, which receipt shall define and signify the commencement of Retention.

B.2.2 Initial Programme to be Submitted

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

B.2.3 Table with Milestones to be Submitted

Not Applicable.

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 relationship and authority.

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

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 contracts of which the Scope of Works that are similar to the one described in this document (or attach references)

[illegible]

B.5 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 ourselves 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****C.1.1 Background and Present Situation**

The Acid division of Foskor (PTY) LTD in Richards Bay is an acid and fertilizer manufacturing facility situated in Richards Bay. It operates two phosphoric acid plants – new and old plant. The manufacturing process used by Foskor produces gypsum as a by-product of the reaction between phosphoric and sulphuric acid.

The gypsum is separated from the desired phosphoric acid by means of a series of filters. The gypsum is then slurred using either sea water or clarified municipal water and disposed of via Foskor's effluent "C – line" to sea. The phosphate rock is also transported from the rock store to into the reactor using the pay loaders and the conveyor belts. During the transportation, the rock particles is spilled and required to be cleaned daily by the manual labour using the tools.

The clarifiers and the cooling towers also need to be cleaned on a daily basis, for better clarification and also better cooling on the cooling towers.

C.1.2 Present Situation

Currently there are 24 casuals (12 on concentration section and 12 on the reaction and filtration section), SHE Representative and the site supervisor responsible for the plant cleaning in different areas of the plant. This is required for normal housekeeping, preventive maintenance in the plant or if there are any equipment failures that require cleaning. The current plant cleaning contract expired at the end of February 2025.

C.1.3 Proposed Solution: Reason for this Tender

The phosphoric acid plant requires 24 casuals (12 on concentration and 12 on Reaction and filtration section) for general plant cleaning and housekeeping inside and outside the plant. The 1x SHE Representative and 1x site supervisor for supervision in the plant. This will make a total of 26 casuals in the phosphoric acid plant

C.1.4 Nature of Work

- The working hours will be 07H00 to 16H00 Monday to Thursday and 07H00 to 14H00 on Fridays, excluding weekends and public holidays.
- Any work that needs to be done on weekends and public holidays will be on an overtime basis.
- Foskor will supply the cleaning tools (wheelbarrows, spades, hoses, jack hammers etc) to complete the work to be done. The contractor should take care of the tools supplied to avoid corrosion and tool damage by washing them after use and keeping them in a safe area when not in use.
- The contractor will supply all the PPE required (rain suits, pvc gloves, 9MM masks, etc)
- The contractor must comply will ALL the safety rules when doing the work.

C.1.4.1 Reaction and Filtration Section

These below areas that will require to be cleaned on the reaction and filtration section:

- Rock Feed system (for conveyors 5,6,7,8,9,950,951,960 and rock store)
- New Plant gypsum area (ground floor)
- Old Plant gypsum area (ground floor)
- New Plant filters, filter structures, vacuum floor, and reactor
- Old Plant filters, Filter structures, vacuum floor, and reactor
- Flash cooler pumps, Fluorine and De Villiers are, and no.3 CT
- Trenches, sumps, filter cloth cleaning. Assist in laying filter cloth and disposal of filter cloth.
- Pump base frames & equipment cleaning
- Cleaning during pickling of filters and scrubbers
- Cleaning of roads and walkways
- Cleaning in specified equipment during shutdowns
- Installing the filter cloths on the filters.

C.1.4.2 Concentration Section

These are below areas that will require to be cleaned on the concentration section:

- A, B, 833 and 800 Clarifier launder cleaning
- New Plant cooling tower header cleaning
- Old Concentration Units at all levels and De Villiers trench
- Old cooling tower header pipes and Effluent sump cleaning
- New Concentration Units at all levels and 833 area cleaning
- C- Tank farm cleaning
- Pump base frames, equipment, trenches, sumps cleaning
- Roads and walkways cleaning

- Storm water sump & trenches
- Cleaning of sludge in the plant.
- Tank and Cooling tower cleaning during the breakdowns, planned and unplanned shuts.

- The supplier will be expected to increase the manpower, if the need arises. This is specifically referring to the general housekeeping, i.e., excessive rock, sludge, spillage, which may result from breakdowns.

- Invoicing:
 - The contractor shall obtain the time sheets for the hours worked from the Foskor time and attendance office and shall use the Foskor timesheets to determine the hours worked.
 - Daily time sheets from the contractor shall be signed off by a Foskor official, however, the daily time sheets will not be accepted for invoicing purposes.

C.1.5 BILL OF QUANTITIES

PHOSPHORIC ACID PLANT		
1 X Site supervisor	Day shift only	07H00 to 16:00 Monday to Thursday and 07:00 to 14:00 on Fridays
22 x Day shift casuals	Day shift only	07H00 to 16:00 Monday to Thursday and 07:00 to 14:00 on Fridays
1 x SHE Rep	Day Shift Only	07H00 to 16:00 Monday to Thursday and 07:00 to 14:00 on Fridays
1 x Safety Officer	Day shift only	Ad hoc

Description	Number of People	Rate Per Hour – Price Per Person
Site Supervisor NT		
Site Supervisor @1.5		
Site Supervisor @2.0		
Safety Officer NT		
Safety Officer @1.5		
Safety Officer @2.0		
Casual NT		
Casual @1.5		
Casual @2.0		
SHE Rep NT		
SHE Rep @ 1.5		
SHE Rep @ 2		

PPE AND MEDICALS ONCE PER YEAR

Description	Price Per Person
Full Foskor PPE	
Medicals	

C.2. Legislation, Standards and Codes of Practice

The latest revisions or amendments of the listed codes and specifications are applicable to this contract:

Number	Title / Description	Revision	Remarks
Act 85 of 1993	Occupational Health and Safety (OHS Act)	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.

Number	Title / Description	Version	Applicable
OTHER STANDARDS on this Tender			
APPLICABLE FOSKOR SPECIFICATION on this Tender			
E003	Industrial Electrical Installations	Latest	No
EC1	Installation, Testing and Commissioning of Electrical Equipment	Latest	No
FC005	General Earth Works to Plant and Building	Latest	No
FD001	Design Criteria for Structures	Latest	No
FG001	General Requirements for Projects	Latest	No
FL001	Design & Fabrication Criteria for Ladders & Walkways	Latest	No
FM001	General Mechanical Specification	Latest	No
FM003	Welding of Fabricated Equipment	Latest	No
FM002	Rubber Lining of Vessels and Piping	Latest	No
FM003	Welding of Fabricate Equipment	Latest	No
FM432	Insulation of Vessels and Piping	Latest	No
FQ001	General Engineering Quality Requirements	Latest	No
FQ002	Non-Destructive Testing	Latest	No
FS001	Specification for the Fabrication & Erection of Structural Steel Work	Latest	No
FS002	Specification of Roof and Side Cladding	Latest	No

FV001	Requirements Vessels, Tanks and Heat Exchangers	Latest	No
GM5	Pipe Standards Including Auxiliary Equipment	Latest	No
GM6/COP9	Engineering Drawing and Document requirements	Latest	No
GQ1	Quality Control Procedure for Contractors	Latest	No
GS1	Structural Steelwork and Plate Work Fabrication and Erection	Latest	No
MC001	Corrosion Protection Colour Coding	Latest	No
MC002	Scope of Corrosion Protection Richards Bay	Latest	No
MC004	General Plant Painting Specification Low Temperature	Latest	No
MC006	Repair/Touch-up of Damaged Steelwork	Latest	No
MC009	General Plant Protection High Corrosive Areas	Latest	No
MC010	Painting Tank Grillage	Latest	No
MC011	Internal Painting of Tanks	Latest	No

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, insofar as they apply.

The Tenderer is advised to study the referred to 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 9000 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 main purpose of this Scope of Works is for the supply of casuals to work in the Phosphoric Acid Plant at Foskor, for a period of 36 months.

C.5 Plant Data

All work listed in the document will be performed at the **FOSKOR RICHARDS BAY PLANT, 21 JOHN ROSS PARKWAY**

C.6. Scope of Work – General

The contract will require a site supervisor and the qualified safety officer who will be responsible for contract casuals.

C.6.1 Tender Required Documents

The following documentation:

- Refer to Technical Evaluation Report
- Refer to Tender document

C.6.2 Specifications and Requirements

- Site supervisor
- Safety Officer
- Casuals

C.6.3 Foskop Supplied Services

Foskop (Pty) Ltd shall be responsible for:		Applicable:
1	Supply a copy of the relevant Foskop Procedure Specification(s).	refer C.3
2	Supply a copy of reference drawings if required.	N/A
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 Foskop on defined intervals (usually at the beginning and end of contract) 	N/A
5	Provide access to potable water <ul style="list-style-type: none"> Connection and consumption would need to be monitored by Successful Tenderer (Contractor) and verified by Foskop on intervals (usually at the beginning and end of contract) defined by Foskop 	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. Foskop will at its own discretion (if request is approved) allocate a site establishment area, however Foskop can should it deem necessary retract or re-define its approval by giving reasonable notice to the successful Tenderer 	N/A
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/ supplier that are making use of facilities, do so in an orderly and well-mannered way. Successful Tenderer is not allowed to make use of Foskop'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 Foskop at its discretion believe it be necessary. Cost associated with such cannot be claimed from Foskop (Pty) Ltd. 	N/A
8	Assist in issuing work clearances and HIRA certificates.	YES

6.3.1 Successful Tenderer (Contractor) Responsibilities

The successful Tenderer (Contractor) shall be responsible for (inter alia):		Applicable:
1	Supply of own casuals, site supervisor, equipment, and safety officer to fulfill the scope of work.	YES
2	Supply suitable (approved) Personal Protective Equipment (PPE)	YES

Note that concerning above:

C.6.4 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 otherwise identified as part of the scope, the supplier must immediately bring to Foskop's attention any previously unspecified or obstructing services existing in his area of work and without terminating/diverting/hindering such services.

C.6.5 Invoicing and Payment

Payment will be made by Foskop (Pty) Ltd, after approval by the production engineer of the submitted Payment Certificate to the Tenderer within **30 (thirty)** days from the date of statement.

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

The invoice submitted is to be in a format acceptable to the Foskop (Pty) Ltd.'s Production 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.6.6 Standing Time

- Standing time is defined as a period measured in hours, when the contractor's normal operational cycle is affected by causes by Foskop (Pty) Ltd such as permit issuing and gas leaks and result in a normal stoppage disruption to the regular progress of the works.
- Standing time due to rain will not be accommodated when work is done in the plant that is under the shelter.
- Payment to the contractor for standing time will be certified only where, in Foskop PTY Ltd's opinion, the delay was clearly beyond the reasonable control of the contractor and the contractor further took all reasonable steps to avoid or reduce such delay and such delay imposed direct costs to the contractor.

C.6.7 Progress of Works

Should Foskop (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, Foskop (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 Foskop (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.6.8 Penalty

If the Supplier, by the due completion date, fails to complete the works to the extent which entitles the him/her to receive a certificate of practical completion, the supplier 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 penalties shall not relieve the supplier from obligation to complete the works or from his obligations and liabilities under the contract.

C.6.9 Claims: Extension of Time for Completion, Additional Payments or Compensation

C.6.9.1 Claims Procedure

The following shall apply

- 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.
- 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 circumstances, event, act or omission giving rise to the claim
 - b. Provisions of the portion of the contract on which he/she intends to make the claim.
 - c. Length of the extension of time, if any claimed and the basis of calculation therefore, and
 - d. The price adjustment, if any, claimed and the basis of calculation therefore,
- If the supplier cannot reasonably comply with any of the provision above within the said period of 14 days, he/she shall:
 - a. Notify Foskor PTY Ltd project representative in writing of his intention to make claim and comply with such requirements as reasonably as he/she 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 a time agreed to by the Foskor PTY Ltd project representative.
- In the event of failure to comply to 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.6.9.2 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 supplier 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.6.10 Cancellation of the Contract by Foskop (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 Foskop (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 Foskop (Pty) Ltd Project Representative shall certify in writing to Foskop (Pty) Ltd, and to the Contractor/Consultant, with specific reference to this Clause, that in his opinion the Contractor/Consultant:
 - (i) 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
 - (v) is not executing the Works in accordance with the Contract, or
 - (vi) has, without the approval of the Foskop (Pty) Ltd Project Representative, subcontracted any part of the Contract, or
 - (vii) has failed to provide the Surety ship, Professional Indemnity within the time stipulated and for 14 days after receiving a written notice from the Foskop (Pty) Ltd Project Representative, referring specifically to the default concerned and to this Clause, failed to remedy the default,
- (c) Foskop (Pty) Ltd may, by written notice to the Contractor, terminate the Contract and withhold any payments due until further notice.

C.6.11 Urgent remedial work

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

C.7 Foskor Safety Documents to be submitted, Environmental and Site Management

C.7.1 Site Conditions:

The work areas can be noisy and dusty during loading and offloading process; therefore ear protection and dust mask are required.

C.7.2 Safety SHE:

- i) Proper PPE is always required.
- ii) The contractor shall comply with all Foskor Regulations and Safety standards.
- iii) The contractor must be familiar with COP6 and submission of a safety plan for approval by Foskor Safety Department will be required prior to site access.
- iv) The contractor shall fully comply with the OHS Act (85 of 1993) especially Section 37(2).
- v) Contractor to sign the Section 37(2) agreement at the Safety office.
- vii) Checklist to be kept as record for a period of 3 months, for plant Audit purposes.

C.7.3 SHREQ Requirements

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

- a) Familiarize itself and comply with Foskor Safety Standards and Regulations, including COP6 and COP82.
- b) Submit a safety plan for approval to the Foskor Safety Department prior to site access/ site establishment.
- c) Fully comply with the OHS Act (Act 85 of 1993). It is essential to sign the Section 37(2) agreement with the Safety Department prior to site access.
- d) Ensure compliance with Environmental legislation (Spills, Incident and waste management), and contact the Environmental Department for waste management.
- e) On entering the site, must always wear the following Foskor minimum required PPE namely: hard hat, safety glasses, safety steel cap boots or gum boots, ear protection, acid/flame retardant overall (Approved to supplier – North Safety). Additional PPE are safety harness (for working at height) and recommends gas masks (Half mask single filter – screw type with filter type A1BE1K1 – 3M product or similar approved product) and goggles (Uvex ultra vision W1663459B) – DINCE 0196) preferably in a pouch. Should supplier staff be found on site without the above (must wear) – mentioned safety clothing, he/she will be removed from site and will not be allowed to return.
- f) Provide appropriate safety procedures and written work instructions to the staff and sub-contractors to minimize the risk of injury.
- g) Ensure all his/her personnel have attended the safety Induction by Foskor before they enter site and
- h) Renew his/her clearance certificate every day before work starts and sign off at the end of each shift at the plant control room. With new permit a new HIRA is to be filled completed in conjunction with Foskor responsible person.

C.7.4. Environmental Management Specification

- 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 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 SDS's to be submitted to Foskor PTY Ltd.
- Waste disposal needs to comply to Foskor PTY Ltd Waste Management Plan.

The following safety violation will lead to immediate dismissal from site:

- Start up or shut down of plant(s) or equipment without following the required procedures.
- Working without HIRA and clearance in all the identified required tasks.
- Working within a height of 2 meters or higher without using the correct fall arrest.
- Working on equipment that requires isolation and lockout, but the isolation and lockout not conducted/done.
- Tampering with and/or making safety devices inoperable.
- Operating or allowing operation of mobile equipment (Including locomotives) without a valid license.
- Using/Allowing the defective mobile equipment (including locomotive) to be operated while defective.
- Willful misconduct that could lead to an incident.
- Allowing equipment/items to leave the plant being tested for radiation, cleared and permission granted by authorized official.
- Tempering with electrical switch gear or conducting work in substations whilst not authorized.

C.8 OHSA 1993 Health and Safety Specifications

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

This specification shall be read with 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

- A safety plan for the work to be done by the contractor.
- The contractor must appoint a qualified Safety Officer with at least a Diploma in Safety Management or
- SAMTRAC or either on a full-time or part-time basis to conduct the following responsibilities:
- Conduct and submit audits monthly
- Conduct and submit inspections monthly
- Compile and submit safety reports 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 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.

C.9. 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.10. 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.10.1 Quality Control:

- i. Not Applicable.

C.11 Summary of Documents to be Submitted with this Tender:

1. Priced Bill of Quantities
2. Record of experience and references

Tender No. :
 Project Title : General Plant Cleaning - Phosphoric Acid Plant
 Date. :

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

No.	Mandatory Requirement	Comments
1	Registration with Bargaining Council with cleaning industry	To have registration documents Mandatory

TECHNICAL REQUIREMENTS

Evaluation Criteria (Technical)				
General Plant Cleaning - Phosphoric Acid Plant				
No.	Technical Criteria Description	% Contribution	Proof/Documents to be submitted	Notes
1	Compliance with Scope of Work Specifications			
a)	Safety Officer qualification Scoring: Yes (having qualification) = 25%, Not (not having qualification)= 0%	25%	National Diploma in Safety Management or SAMTRACK	
b)	SHE Rep or Supervisor to have done HIRA training Scoring: Yes = 10% (In possession of HIRA) = 0% (No proof of HIRA training)	No 10%	HIRA training certificate to be provided (Required do risk assessment and clearance issuing)	
2	Reliability - Supplier reliability to complete the work safely in time and quality			
a)	Business Continuity Plan Scoring: The expected turn around time = 2 hours (20%) Ranges : 2hours or less = 20% (Acceptable) above 2hour = 5% (Not acceptable)	20%	Contractor must submit a business continuity plan, including but not limited to; transport contingency plan, strike management plan, shift labor plan.	
3	Competence Supplier experience and team competence			
a)	Supplier previous experience in industrial cleaning Scoring: than 5 years : 25% Between 2 to3 years : 15% Less than 1 year : 10%	More 25%	Signed reference letter from the current or previous customers where industrial cleaning was rendered	
b)	Safety officer experience in industrial or similar environment. Scoring: 3 to 5 years is -10% 6 years or more is - 20%	20%	Provide record of experience. Eg CV with references, recommendation letters from previous employers.	
		Total Technical Score:	100%	
NOTE: Scoring to add to 70 in total				
DISQUALIFICATION CRITERIA **				
1 Mandatory documentation not submitted.				