

Tender no:

## SCOPE OF WORK FOR HIGH PRESSURE CLEANING ACID DIVISION

Tender no:

Cost Code:

Revision<sup>1</sup>: 0.1 see legend at bottom of page

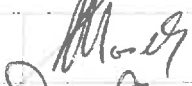
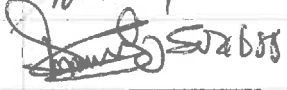
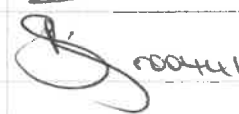
Revised date:

NAME	TITLE	Empl. no	SIGNATURE	DATE
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### COMPILED – RECOMMENDATION

Siboniso Siyaya	Production Engineer	502150		02/10/2025
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### APPROVAL TO PROCEED

Sagie Moodley	Snr Manager Phosphoric	504385		2.10.25
Charles Mavuso	Snr Manager SHREQ	504688		03/10/2025
Sam Mbuyazi	GM, Acid Division	500441		06/10/2025

Comments:

<sup>1</sup> 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.

<b>Section A: INVITE AND TENDER INSTRUCTIONS</b>	4
A.1 Invitation to tender	4
A.2 Return of Tender Documents	4
A.3 Site Inspection	5
A.4 Examination and Completion of Documents	6
A.5 Contract Documents Priority	6
A.6 Alterations by Tenderer	6
A.7 General	7
<b>Section B: FORMS OF TENDER TO BE SUBMITTED</b>	8
B.1 Schedule of Rates or Summary of Bill of Quantities	8
B.2 Initial Project Programme of Works, Work Methodology and Cash Flow	9
B.2.1 Project Completion and Handover; Retention	9
B.2.2 Initial Programme to be Submitted	9
B.2.3 Table with Milestones to be Submitted	9
B.3 Schedule of Key Personnel on the Project	9
B.4 Schedule of Similar Contracts Undertaken	9
B.5 Schedule of employees Rates for the Works	11
B.6 Schedule of Equipment for the Works	12
B.7 Site Inspection Certificate – To be signed by Tenderer	13
<b>Section C: SCOPE OF WORKS</b>	14
C.1. Background, Present Situation and Proposed Solution	14
C.1.1 Background	14
C.1.2 Present Situation	14
High pressure cleaning is being used on day-to-day activities in the plant to clear any blockages.	14
C.1.4 Nature of Work	14
•	17
C.3. Foskor Specifications	18
C.4. Project Requirements	20
C.5 Plant Data	20
C.6 Drawings and Technical Data	20

<b>C.7.2</b>	<b>Site Conditions .....</b>	<b>20</b>
<b>C.7.3</b>	<b>Services which are known to exist on the site .....</b>	<b>21</b>
<b>7.3.1</b>	<b>Foskor Supplied Services .....</b>	<b>22</b>
<b>7.3.2</b>	<b>Successful Tenderer (Contractor) Responsibilities.....</b>	<b>22</b>
<b>C.7.4</b>	<b>Certification by Recognized Bodies .....</b>	<b>23</b>
<b>C.7.5</b>	<b>Requirement for the termination, diversion, or maintenance of existing services.....</b>	<b>23</b>
<b>C.7.6</b>	<b>Nominated Sub-Tenderers .....</b>	<b>23</b>
<b>C.7.7</b>	<b>Invoicing and Payment.....</b>	<b>23</b>
<b>C.7.8</b>	<b>Progress of Works.....</b>	<b>24</b>
<b>C.7.9</b>	<b>Penalty .....</b>	<b>24</b>
<b>C.7.10</b>	<b>Claims: Extension of Time for Completion, Additional Payments or Compensation ...</b>	<b>24</b>
<b>C.7.10.1</b>	<b>Claims Procedure.....</b>	<b>24</b>
<b>C.7.10.2</b>	<b>Extension of Time for Completion .....</b>	<b>24</b>
<b>C.7.11</b>	<b>Cancellation of the Contract by Foskor (Pty) Ltd.....</b>	<b>24</b>
<b>C.7.12</b>	<b>Urgent remedial work .....</b>	<b>25</b>
<b>C.8</b>	<b>Foskor Safety Documents to be submitted, Environmental and Site Management .....</b>	<b>25</b>
<b>C.8.1</b>	<b>SHREQ Requirements .....</b>	<b>25</b>
<b>C.8.2</b>	<b>Environmental Management Specifications.....</b>	<b>25</b>
<b>C.9</b>	<b>OHSA 1993 Health and Safety Specification .....</b>	<b>25</b>
<b>C.9.1.</b>	<b>Health and Safety Induction .....</b>	<b>26</b>
<b>C.10.</b>	<b>Applicable General Conditions of Contract .....</b>	<b>27</b>
<b>C.11.</b>	<b>Quality Management.....</b>	<b>27</b>
<b>C.11.1</b>	<b>Quality Control: .....</b>	<b>27</b>
<b>C.12</b>	<b>Summary of Documents to be Submitted with this Tender:.....</b>	<b>27</b>
<b>C.13</b>	<b>Technical Evaluation Criteria for this Tender which excludes Commercial Evaluation: .....</b>	<b>28</b>
<b>C.14</b>	<b>Bill of Quantities .....</b>	<b>31</b>

## 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: **HIGH PRESSURE CLEANING ACID  
DIVISION**

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

Closing date & time:

Tender no:

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

**Yes**

**Yes**

**Yes**

**Yes**

Tender no:

Hearing protection  
Gloves

Yes
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. All drawings, addendums, annexures received with the Tender documents must be returned with your company stamp and/or signature, as a comprehensive part of your Tender Submission. Failure to do so may result in disqualification from tender.

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

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

### **A.5 Contract Documents Priority**

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

### **A.6 Alterations by Tenderer**

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

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

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

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

## **A.7 General**

- A.7.1 Foskor (Pty) Ltd reserves the right to adjust arithmetical or obvious errors in the Tender. Such adjustments made by Foskor (Pty) Ltd will be communicated to the Tenderer prior to the acceptance of his Tender.
- A.7.2 The Tenderer (whether his Tender is accepted or not) shall treat the details of the Tender as private and confidential and no copies shall be made thereof without the permission of Foskor (Pty) Ltd.
- A.7.3 Foskor (Pty) Ltd is not bound to accept the lowest or any other Tender it may receive, nor to assign a reason for the rejection or acceptance of any Tender, and Foskor (Pty) Ltd has the right, after Tenders are opened, and before a Contract is awarded, to enter into negotiations and discussions with one or more Tenderers short-listed on a price, programme or technical basis, with a view to the clarification, improvement or amendment of any particular Tender.
- A.7.4 All Tenderers tender at their own risk and Foskor (Pty) Ltd is not bound to accept any Tender and under no circumstances whatsoever will be responsible for any costs incurred by any Tenderer in compiling or submitting the tender.
- A.7.5 Furthermore, Foskor reserves the right to accept only a part of the Tender, with due communication and agreement of the Tenderer.
- A.7.6' The Tenderer is required to submit a 'bona fide' Tender, intended to be competitive and not to fix or adjust the amount of the Tender by or under or in accordance with any agreement or arrangement with any third party. The Tenderer is also obliged to ensure that it has not and will not at any time before the hour and date for the lodging of this Tender do any of the following acts:
  - a) Communicate to any person<sup>1</sup> the amount or approximate amount of the proposed Tender except where the disclosure, in confidence, of the amount of this Tender was necessary for the preparation of the Tender.
  - b) Enter into any agreement or arrangement with any third party that shall disqualify from or that 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	UOM
<b>1.0</b>	<b>SUB TOTALS:</b>				
1.00	Rental cost of Diesel machine				
	Rental cost of crew at 1.5				
	Rental cost of crew at 2.0				
	Rental of safety officer				
	Rental of supervisor at 1.5				
	Rental of supervisor at 2.0				
	<b>Sub Totals Sum (Excluding VAT)</b>				
2.0	<b>Add: VAT</b>	15%			D
3.0	<b>Total Tender Sum (Including VAT)</b>				A4

**B1.1** In the event of their 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.

**B1.6** 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 at .....on.....



Signature

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

.....  
Company Stamp

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

- Not Applicable.

### B.2.1 Project Completion and Handover; Retention

Not Applicable.

### B.2.2 Initial Programme to be Submitted

Not Applicable.

### 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 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				
Driver				

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)

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

Tender no:

### B.5 Schedule of employees Rates for the Works

The rates for employees 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 **12 hours per day** including **60 minute lunch**.

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]

[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 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**

Foskor Limited's primary purpose is the production of phosphoric acid. In this process, apatite, a phosphate-bearing mineral, is digested in sulphuric acid to produce phosphoric acid. The apatite containing rock is mined in Phalaborwa whilst the sulphuric acid is produced on-site.

When phosphoric acid is stored inside the tanks it matures and during that period solids settle at the bottom of the tanks, which require cleaning from time to time. This is a slurry plant and choking equipment is inevitable. Solids harden in tanks, pipes and drains that normal water pressure and a hose pipe cannot remove. Gypsum can also precipitate in pipes or in tanks after filtration. This is done by using the High-pressure machine to clear any blockages in the pipes.

#### **C.1.2 Present Situation**

High pressure cleaning is being used on day-to-day activities in the plant to clear any blockages.

The Current contract will expire on the 30<sup>th</sup> of November 2024, and a new contract is required.

#### **C.1.3 Proposed Solution:**

To rent one (1) Diesel/Mobile machine, two crews during the day Monday to Friday one crew during the Night from Monday to Friday. One crew for day and one crew night Saturday and Sunday for a 36month period. A crew consist of 4 people: namely a gunman, a foot valve operator, a backup man for confined space work and a machine operator. The Supplier must provide the consumables (eg: HP nozzles, High pressure hose, Foot valve, hp pipes for cleaning tubes).

#### **C.1.4 Nature of Work**

- This contract will be valid for a period of **36 Months** from the awarding of the contract.
- This contract includes the hiring of the 750 bar high pressure machine which is mobile and the crew, for the duration of the contract.
- The supplier will be responsible for maintaining 750 bar mobile/diesel high pressure machine (servicing/repairs).
- The supplier must provide similar or plant relevant experience for the high pressure cleaning including traceable records and references.
- **The supplier should provide proof of training/ certificate for the high-pressure crew.**
- The supplier must provide 750 bar Diesel high pressure machine if required.

- **The supplier should provide proof of Test certificate for the consumables**
- The supplier should provide proof of ownership or lease agreement for the 750 bar mobile/diesel machine.
- The expected turnaround time should be less than 1 hour in case of breakdown in the mobile/diesel machine.
- A crew must consist of four (4) people, namely: a gunman, a foot valve operator, a backup man for confined space work, and a machine operator.
- In ensuring that the high-pressure service is available 24 hours round the clock, the two crews will work during the day and one crew during the night. The dayshift crews will be expected to work Monday to Friday from 06:00 to 18:00, night shift crew Monday to Friday from 18:00 to 06:00 include holidays. On weekends one crew must work 12 hours day shift and one crew must work night shift Saturday to Sunday inclusive of holidays.
- Any additional requirements on second 750 bar mobile/diesel machine hire should be charged at a contracted rate.
- The supplier will be responsible for all the high-pressure washing equipment, including pipes, nozzles, fittings and special hp cleaning tools.
- Any damages or negligence that might occur on the Foskor machine is to be at the cost of the contractor.
- At all times three machines (two electrical machine owned by Foskor plus one 750 bar diesel/mobile) are to be made available for work.
- This scope caters for the normal operations; the situation may be different when it comes to shutdowns, or special projects.
- There will be a register to monitor the pipes that are bought every 6 months by the supplier.
- Due to the nature of the environment gunman and other operators must be provided with 3M respirator. Specs: 3M Gas and vapour filter ABEK1 6059 and 3M reusable half mask respirator 600 series by the supplier.
- Supplier must supply rotating nozzle or spinning nozzle for cleaning the pan and belt filter cloths.
- The contractor must comply with the SHREQ requirements while working on site.
- **Safety officer will be expected to visit site twice a week to ensure safety talks are done, plant inspection and provide month end report. In an event where high risk activities are conducted Safety officer is also expected to be on site full time.**
- The contractor will be responsible for supplying of the PPE for the crew.

- **The mobile/diesel machine is to be no more than 3 years old.**
- The supplier will be responsible for replacing belt and pan filter clothes. **Foskor will be responsible to provide training for this activity.**
- 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.
- The following work is to be carried out but is not limited to this:

### **Phosphoric Acid Plant**

- High Pressure Cleaning of Pan Filter Cloths
- Removing and replacing of Pan Filter and Belt filter Cloths
- Cleaning of Pan Filter Girds
- Cleaning and de-choking of cloth wash headers and nozzles Old and New Plant
- Opening and Cleaning of Old and New Scrubber fans and ducting manholes
- Cleaning of Cooling tower distribution pans and Drift Eliminators
- Cloth Cleaning for radiation removal
- Flash Cooler steam nozzles and venturi cleaning
- Unblocking of rubber-lined pipes using hammers
- Unblocking of HDPE pipes
- Unblocking of Heat exchanger carbon tubes on Concentration (this is a special task which require a dedicated crew, correct pressure setting as well as the specified equipment)
- Unblocking of Dry feed chute old and new plant
- Unblocking of vacuum lines
- Hp clean heat exchanger tubes ID 37 mm and OD 50 mm.
- High Pressure cleaning of Plant structures and drains
- High pressure cleaning of all material and equipment that is radioactive and needs to be disposed of or must leave the site for repairs.
- If Radioactive equipment or material needs to be high pressure cleaned it must be done in compliance with the NNR approved procedure for the Management of Radioactive waste
- All HP cleaning of radioactive material to be done in the dedicated Wash bay at the Salvage yard.
- HP Cleaning of all equipment, pipelines, and ducts wherever it is required.

### **Granulation Plant and Materials Handling**

- Granny scrubber cleaning
- Choked pipelines and equipment
- High pressure cleaning of tower No1, 2, and R1
- High pressure cleaning of conveyor No1, 2, 3, and 4 transfer chutes



- High pressure cleaning of the export lines
- High pressure of the E-Tank manifold pipes and valves from E1 to E8 (500mm OD)
- Weigh bridge

## Sulphuric Acid Plant

- High pressure clean sulphur section ash bays
- High pressure clean Stack cones
- High pressure clean Sulphuric acid stacks
- High pressure clean CLI coolers
- High pressure clean Boiler tubes
- High pressure clean structures and platforms
- High pressure clean sulphur lines and screens

## 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
Act 85 of 1993	Occupational Health and Safety (OHS Act)	Latest	Applicable
API Std. 619	Rotary-Type Compressors	Latest	Not Applicable
ASME B31.	Pressure Piping	Latest	Not Applicable
ASME I	Power Boilers	Latest	Not Applicable
ASME VIII	Rules for Construction of Pressure Vessels	Latest	Not Applicable
ASME V	NDT Specifications	Latest	Applicable
ASME IX	Qualifications Standards for Welding Specifications	Latest	Applicable
TEMA C	Construction of Heat Exchangers	Latest	Applicable

AWS D1.1	Structural Welding Code - Steel	Latest	Not Applicable
SABS 1431	Weldable Structural Steels	Latest	Not 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
<b>OTHER</b>	<b>STANDARDS on this Tender</b>		
<b>APPLICABLE</b>	<b>FOSKOR SPECIFICATION on this Tender</b>		
<b>E003</b>	Industrial Electrical Installations	Latest	<b>No</b>
<b>EC1</b>	Installation, Testing and Commissioning of Electrical Equipment	Latest	<b>No</b>
<b>FC005</b>	General Earth Works to Plant and Building	Latest	<b>No</b>
<b>FD001</b>	Design Criteria for Structures	Latest	<b>No</b>
<b>FG001</b>	General Requirements for Projects	Latest	<b>No</b>
<b>FL001</b>	Design & Fabrication Criteria for Ladders & Walkways	Latest	<b>No</b>
<b>FM001</b>	General Mechanical Specification	Latest	<b>No</b>
<b>FM003</b>	Welding of Fabricated Equipment	Latest	<b>No</b>
<b>FM002</b>	Rubber Lining of Vessels and Piping	Latest	<b>No</b>
<b>FM003</b>	Welding of Fabricate Equipment	Latest	<b>No</b>
<b>FM432</b>	Insulation of Vessels and Piping	Latest	<b>No</b>
<b>FQ001</b>	General Engineering Quality Requirements	Latest	<b>No</b>
<b>FQ002</b>	Non-Destructive Testing	Latest	<b>No</b>
<b>FS001</b>	Specification for the Fabrication & Erection of Structural Steel Work	Latest	<b>No</b>
<b>FS002</b>	Specification of Roof and Side Cladding	Latest	<b>No</b>

<b>FV001</b>	Requirements Vessels, Tanks and Heat Exchangers	Latest	<b>No</b>
<b>GM5</b>	Pipe Standards Including Auxiliary Equipment	Latest	<b>No</b>
<b>GM6/COP9</b>	Engineering Drawing and Document requirements	Latest	<b>No</b>
<b>GQ1</b>	Quality Control Procedure for Contractors	Latest	<b>No</b>
<b>GS1</b>	Structural Steelwork and Plate Work Fabrication and Erection	Latest	<b>No</b>
<b>MC001</b>	Corrosion Protection Colour Coding	Latest	<b>No</b>
<b>MC002</b>	Scope of Corrosion Protection Richards Bay	Latest	<b>No</b>
<b>MC004</b>	General Plant Painting Specification Low Temperature	Latest	<b>No</b>
<b>MC006</b>	Repair/Touch-up of Damaged Steelwork	Latest	<b>No</b>
<b>MC009</b>	General Plant Protection High Corrosive Areas	Latest	<b>No</b>
<b>MC010</b>	Painting Tank Grillage	Latest	<b>No</b>
<b>SS-000000-C-006</b>	General specification for concrete construction	Latest	<b>No</b>
<b>SS-000000-C-007</b>	Concrete specification	Latest	<b>No</b>
<b>SS-000000-C-012</b>	Grouting	Latest	<b>No</b>
<b>SS-000000-Q-001</b>	General quality requirements	Latest	<b>No</b>
<b>SS-000000-S-001</b>	Fabrication and erection of structural steelwork	Latest	<b>No</b>
<b>DD-000000-C-001</b>	Civil design criteria	Latest	<b>No</b>
<b>DD-000000-S-001</b>	Structural design criteria	Latest	<b>No</b>

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 Rental of a Mobile/ Diesel machine and high pressure crew at Foskor, phosphoric acid section, for a period of 36 months. Preference will be given if the supplier is from the King Cetshwayo district.

**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. Drawings and Technical Data**

Not applicable.

**C.6.1 Drawings and Technical Data**

Not applicable.

**C.7.1 Tender Deliverables**

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

- Company Profile (If supplier has not previously supplied similar product to Foskor Richards Bay
- Reference Letter (Similar Contract Undertaken).
- Organogram.
- Proof of training and certification of operators including safety officer
- Bill of quantities (BOQ)
- Provide proof of owner or lease agreement on High pressure machine.
- 

**C.7.2 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.

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 taken into account when tendering, no claims for extras arising from failure to observe all site conditions will be admitted.

### **C.7.3 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.)

### 7.3.1 Foskop Supplied Services

<b>Foskop (Pty) Ltd shall be responsible for:</b>		<b>Applicable:</b>
<b>1</b>	Supply a copy of the relevant Foskop Procedure Specification(s).	<b>refer C.3</b>
<b>2</b>	Supply a copy of reference drawings if required.	<b>refer C.6</b>
<b>4</b>	Provide access to electricity connection points <ul style="list-style-type: none"> <li>Any connection and consumption will be monitored by Tenderer and verified by Foskop on defined intervals (usually at the beginning and end of contract)</li> </ul>	<b>N/A</b>
<b>5</b>	Provide access to potable water <ul style="list-style-type: none"> <li>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</li> </ul>	<b>YES</b>
<b>6</b>	Provide a suitable area for site establishment for Successful Tenderer (Contractor). <ul style="list-style-type: none"> <li>Successful Tenderer to formally in writing motivates, request and define the area and services it deems necessary for site establishment.</li> <li>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</li> </ul>	<b>N/A</b>
<b>7</b>	Provide access to ablutions facilities. (not change rooms) <ul style="list-style-type: none"> <li>Successful Tenderer (Contractor)'s workers to be fully dressed in required PPE when coming on site.</li> <li>The successful Tenderer ensures that its workers/subcontractors/ supplier that are making use of facilities, do so in an orderly and well-mannered way.</li> <li>Successful Tenderer is not allowed to make use of Foskop's change room or tearoom facilities unless agreed to in writing.</li> <li>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.</li> </ul>	<b>YES</b>
<b>8</b>	Assist in issuing work clearances and HIRA certificates.	<b>YES</b>

### 7.3.2 Successful Tenderer (Contractor) Responsibilities

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

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., Process Supervisor/ Engineer)	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.	N/A
5	To ensure that all acceptance approvals as per the Quality Control Policy (QCP) are received before work is finally handed over.	N/A

Note that concerning above:

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

## C.7.4 Certification by Recognized Bodies

Not Applicable.

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

Not Applicable.

## 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

## C.7.7 Invoicing and Payment

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

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 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.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**

Not Applicable.

**C.7.10 Claims: Extension of Time for Completion, Additional Payments or Compensation****C.7.10.1 Claims Procedure**

- i. Not Applicable.

**C.7.10.2 Extension of Time for Completion**

Not Applicable.

**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:
- (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
  - (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 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**

Not Applicable.

**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 OHSAct No.85 of 1993 at the Foskor (Pty) Ltd Safety Department.
- Compliance with Legislation requirements which includes the OHSAct, NEMA (National Environment Management Act) and other relevant applicable Legislation.

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

**C.8.2 Environmental Management Specifications**

Not Applicable.

**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 Induction, by Foskor (Pty) Ltd before they enter site.
- b. The Contractor on entering site, must wear Foskor minimum required PPE at all times namely safety glasses, acid resistant overalls, safety harnesses (on heights), safety boots or steel cap gumboots, ear protection and **gas masks (Halfmask double filter – screw type with filter type A1B1E1K1 – North Safety Product or similar approved product) and goggles (Uvex ultravision – W1663459B – DIN CE 0196) preferably in a pouch.** Should a Contractor be found on site without the above-mentioned safety clothing, he will be removed from site and will not be allowed to return. FFP3 dust mask fitted with an exhalation valve must be used when working in dust in on the B&D Store.
- c. **Overalls must be Blue Sweet Orr overall (80% Polyester 20% Viscose Rayon Acid repellent) with Company names either on front of jacket or back OR Blue North Safety Acid/Flame overall (Flame retardant acid resistant anti-static ATPV 15.4CAL/CM2) with company names either on front of jacket or back and fluorescent reflective strips to be stitched onto sleeves and on the knees.**
- d. The Contractor shall demarcate the relevant work area. The Contractor shall supply and erect an appropriate name board with all relevant information and contact details at the work area.
- e. The job risk assessment shall be carried out at the start of each shift. This risk assessment shall cover all activities planned for the relevant shift. The risk assessment shall be submitted to 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 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 have rotating orange lights on at all times.
- j. **The Contractor and their employees must undergo a full medical at either Foskor (Pty) Ltd's Clinic or Caredoc Richards Bay or their approved by Foskor (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 Foskor (Pty) Ltd Clinic on 035 902 3287.**

- k. A once-off fee is also required for access cards from Foskor Security. Please contact Foskor (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 the submission of a tender, any tenderer will, if awarded the contract to which this tender document relates, be deemed to be the mandatory as envisaged by Section 37 (2) of the Act.

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

It is further noted that: -

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

**IMPORTANT NOTE**

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

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

**C.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. Not Applicable.

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

1. Priced Bill of Quantities.
2. Traceable records of similar work undertaken and references.

3. Proof of training of operators.
4. Mobile machine inspection checklist.
5. Proof of ownership or Lease agreement.

## C.13 Technical Evaluation Criteria for this Tender which excludes Commercial Evaluation:

### Tender

No. :  
Project High pressure cleaning for  
Title. Phosphoric Acid plant  
Date. :

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

No.	Mandatory Requirement	Comments
1	Proof of ownership or Lease agreement (signed by both parties)	Submit document proof ( Purchase order/Sales agreement / Registration Certificate/Lease agreement)
2	Diesel Machine service book/ or Proof of new machine	Submit document proof

### TECHNICAL REQUIREMENTS

Evaluation Criteria (Technical)			
High Pressure For Phosphoric Acid Plant			
No.	Technical Criteria Description	% Contribution	Proof/Documents to be submitted
1	<b>Compliance with Scope of Work Specifications</b>		
a)	Supervisor qualification (minimum Grade 12) , proof of Safety officer qualifications ( Samtract or N Diploma) and minimum of 5 years' experience of Safety office.  Scoring: Available =15% , Not available =0 %	15%	Provide all certifications required ( SAMTRACT /National Diploma Safety management) and traceable references of safety officer experience.

b)	Mobile/Diesel machine less than 3 years old . Proof of purchase (not hand written document) or Lease agreement with proof of purchase (signed by both parties)  Scoring: 0 - 3 years=20%, Above 4 years = 0%	20%	Proof of age of mobile machine to be submitted (Purchase order/ Registration Certificate)
c)	Proof of training and certificate on High Pressure cleaning Operators ( from accredited institution).Minimum of 20 certificates to be provided Scoring : Proof available = 25% (Acceptable), Not available = 0%	25%	Provide certifications
2	<b>Reliability -</b> <b>Supplier reliability to complete the work safely in time and quality</b>		
a)	High pressure machine turn around time in case of failure/repairs. Plan to be submitted.  The expected turn around time = 1hour Scoring : 1hour or less = 10% (Acceptable), above 2hour = 5% , above 3 hours= 0%	10%	Provide the expected turn around time and plan.
b)	Similar or plant relevant experience for the high pressure cleaning. Traceable records and references.  Scoring: Similar = 20%, Relevant = 10% , None = 0%	20%	Provide the similar or relevant experience on the high presssure machine ( Reference letter or Purchase order)
C)	Test Certificate for the following items: Foot valve, High pressure Gun and High pressure hose  Scoring:Proof available = 10%, None = 0%	10%	Provide testing certifications
<b>Total Technical Score:</b>		<b>100%</b>	

**Minimum  
Overall  
score: 70%**

**DISQUALIFICATION  
CRITERIA \*\***

- 1 Mandatory documentation not submitted.

## C.14 Bill of Quantities

### High Pressure cleaning

No.	Description	Quantity	Unit of measure	Rate	Amount
1	1x Supervisor Day shift (D/S)		Rand/hr		
2	1x Supervisor Night shift (N/S)		Rand/hr		
3	1x Safety Officer		Rand/hr		
4	2x Crew of four people (D/S) Monday to Friday		Rand/hr		
5	1x Crew of four people (N/S) Monday to Friday		Rand/hr		
6	1x Crew of four people (D/S) Saturday to Sunday		Rand/hr		
7	1x Crew of four people (N/S) Saturday to Sunday		Rand/hr		
8	1X 750 Bar Diesel HP Machine		Rand/hr		
9	PPE Medical etc.		Per/person		
	Consumables - 1000 Bar Pipes, Pipes for Tubes Cleaning, Gun Foot valves Nozzles (including rotary nozzles), Guns and Fitting every 6 months		Rands (once of payment)		
10	3M Respirator		Per/person		
11	Gunman operator		Rand/hr		
12	Foot valve operator		Rand/hr		
13	Back up man		Rand/hr		
14	Machine operator		Rand/hr		
	<b>Overtime Rates</b>		Rand/hr		
15	NT 1.0 – Crew		Rand/hr		
16	OT 2.0 – Crew		Rand/hr		
17	NT 1.0 – Supervisor		Rand/hr		
18	OT 2.0 – supervisor		Rand/hr		
19	NT 1.0 - Safety officer				
	<b>Additional Items</b>				
20	1X 750 Diesel HP Machine (PER HR)		Rand/hr		
	<b>Total Monthly Value</b>				

