



TENDER DOCUMENT

Tender no:

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Onsite Waste Management

Tender no:

Cost Code:

Revision¹: 1.0 see legend at bottom of page

Revised date: 05/08/2025

NAME	TITLE	Empl. no	SIGNATURE	DATE
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COMPILED – RECOMMENDATION

Sandile Mdamba	Supervisor – Waste Management	503404		24/10/2025
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APPROVAL TO PROCEED

Sandile Mdamba	Senior Environment and Quality Specialist(p.p)	503404		24/10/2025
Musa Xulu	GM, Acid Division	12071		30/10/2025
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: ~~08~~ 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 supply Hazardous Waste management services for transport and disposal of Hazardous Waste.

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	Samkelisiwe Mbutsho
Telephone	035 902 3011
Fax	035 797 3941
Cell no	
Email	samkemb@foskor.co.za

A.2 Return of Tender Documents

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

<p>TENDER</p> <p>Tender No.</p> <p>Contract Title: <u>Onsite Waste Management</u></p> <p>Closing date & time:</p>	<p>The Manager Procurement</p> <p>FOSKOR LIMITED</p> <p>21 John Ross Parkway</p> <p>Richards Bay</p>
--	--

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.



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- 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	From:	To:
Meeting Venue	Report at Main Security Entrance	

Please wear the following protective clothing:

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

IMPORTANT

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

A.4 Examination and Completion of Documents

A.4.1 The Tenderer shall examine all documents forming part of the Tender and submit his tender accordingly. 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 Foskop (Pty) Ltd reserves the right to adjust arithmetical or obvious errors in the Tender. Such adjustments made by Foskop (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 Foskop (Pty) Ltd.

A.7.3 Foskop (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 Foskop (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 Foskop (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, Foskop reserves the right to accept only a part of the Tender, with due communication and agreement of the Tenderer.

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

- a) Communicate to any person¹ the amount or approximate amount of the proposed Tender except where the disclosure, in confidence, of the amount of this Tender was necessary for the preparation of the Tender.
- b) Enter into any agreement or arrangement with any third party that shall disqualify from or that Foskop shall refrain from using.
- c) Commit any act or omission that would be contrary to the Maintenance and Promotion of Competition Act 96 of 1979 and notices and regulations published in terms of that Act,

Section B: FORMS OF TENDER TO BE SUBMITTED**B.1 Schedule of Rates or Summary of Bill of Quantities**

From Bill of Quantities – If applicable or →		Qty	x rate =	ZAR
1.0	SUB TOTALS:			
1.00	Bill No. 1 –Hazardous Waste Management			



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Sub Totals Sum (<u>Excluding</u> VAT)		<div>A2</div> <div>A3</div>
2.0	<u>Add: VAT</u>	15% <div>D</div>
3.0	Total Tender Sum (<u>Including</u> VAT)	<div>A4</div>

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 Foskor 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 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 Contractor is in no way obligated to these dates. An obligatory final programme will only be required once the tender is awarded)

Commencement Date (Guide: Immediate)

Snagging/Modification List Date

Completion of Works/ Final Handover (Guide: Project duration)

Defects Liability Period Applicable (Start from Project handover)

Nil
Nil (Refer B1.4)

Retention Payment:

OTHER IMPORTANT NOTES

- 'Defects Liability Period' shall be that period in force for Foskor to call upon the Contractor/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 the Retention Period** and any other duration agreed to.
- The Tenderer is to list and motivate any deviations in terms of Project Program and/or time allowed and this is subject to approval by the Foskor (Pty) Ltd Engineer.
- It would be expected, in the event of critical work and/or work behind programme/schedule, should such be attributable to the Contractor, to make up the time and work and complete the work at no cost to 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 by Foskor (Pty) Ltd.
- The Tenderer is welcome to propose alternatives work methodology or approach to work, that may be of mutual benefit. This would be submitted in the form of an Alternative (clearly marked), however the Tenderer is **still to submit a tender in the form specified** in this tender.
- The Tenderer shall submit a Work Breakdown Structure (WBS) and compile a programme (use MS Projects or MS Excel to compile the Project Program).
- If the Tenderer is partially or wholly responsible for the design or design drawings according to which construction is specified, any corrections to design/design drawings shall remain for the Tenderers account for a period of 6 months (or as otherwise agreed) after project completion. This is to ensure that poor design or inaccuracy of 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 date of Foskor issuing a Project Complete/Handover Certificate to the Contractor. This should be expected to be received within seven (7) days from date of receipt by Foskor of the complete Data Pack in its acceptably certifiable form (refer Section C of this document, **Quality Control**). Once the project has reached completion as defined by this scope, onus rests on the Tenderer to request from Foskor a Project Complete/Handover Certificate, which receipt shall define and signify the commencement of Retention Period (if applicable).

B.2.2 Initial Programme to be Submitted

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

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

ATTACH GANT CHART AND/OR BAR CHART TO THIS PAGE

B.2.3 Table with Milestones to be Submitted

Using the critical path items from the programme compile related Milestone Dates. Thus, the items/actions/ activities to be met that is critical towards the completion of the project

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				
Quality Assurance and Control				
Document Control and Accounts				
Safety Officer				

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



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B.5 Schedule of Labour Rates for the Works

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

However, it will exclude indirect supervision as 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 **9 hours per day**.

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

Item No.	Category	Rate per Hour in Rands		
		Normal	Overtime	Sundays and PPH
1	Waste Coordinator			
2	Charge Hand			
3	Skip truck Driver			
4	Skip truck assistant			
5	Tractor driver			
6	x2 Tractor driver Assistants			
7	Forklift driver			
8	x2 HP Cleaners			
9	Sorter			
10	Sweeper			
11	Safety officer			

B.5 Schedule of Labour Rates for the Works

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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 **9 hours per day**.

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

Item No.	Category	Rate per Hour in Rands		
		Normal	Overtime	Sundays and PPH
1	Waste Coordinator			
2	Charge Hand			
3	Skip truck Driver			
4	Skip truck assistant			
5	Tractor driver			
6	x2 Tractor driver Assistants			
7	Forklift driver			
8	x2 HP Cleaners			
9	Sorter			
10	Sweeper			
11	Safety officer			
12	PPE x 13(2 sets of each)			
13	Medicals x 13			



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B.6 Schedule of Equipment for the Works

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

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

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

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

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

[illegible]



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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 and Present Situation

Foskor Richards Bay has established a temporary waste storage facility on their site, which has been issued with a waste management license in terms of Section 49(1) of the NEMA: Waste Act, 2008 by the Department of Environmental Affairs. As a condition of the license, Foskor is required to appoint an on-site waste management contractor to manage the operation of this facility.

C.1.2 Present Situation

Initially Foskor had an Onsite Waste Management contract; however, it is now due for renewal

C.1.3 Proposed Solution: Reason for this Tender

To procure the services of Onsite Waste Management from a supplier that complies to the Waste Act (no 59 of 2008)

C.1.4 Nature of Work

The nature of this work is to manage waste removal, sorting and classification on site from source and at waste storage facilities.

Delivery to Foskor site

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

C.2. Legislation, Standards and Codes of Practice

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

Number	Title / Description	Revision	Remarks
Act 85 of 1993	Occupational Health and Safety (OHS Act)	Latest	Applicable
NEMA: Waste Act 59 of 2008	All Waste Sections	Latest Version	Applicable
National Road Traffic Act 93 of 1996	Transportation of Hazardous Goods	Latest Version	Applicable

ISO 14001, ISO 9001 and 45001	All Sections	Latest Version	Applicable
OHSA No 85 of 1993	Asbestos Regulations	Latest Version	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. These will be in accordance with the OSH Act and NEMA. The supplier should have a qualification in Environmental Management or Waste Management at NQF Level 6 to 7 LEVEL. The employees for the execution of this job should be trained in relation to handling hazardous waste and should also be trained in relation radiation and working under radiation supervised areas.

The contractor must appoint a qualified Safety Officer with at least Diploma in Safety Management Or SAMTRAC or both either on a full time or part-time basis to conduct the following responsibilities:

- ❖ Conducts and submit audits monthly.
- ❖ Conduct and submit inspections monthly.
- ❖ Compile and submit safety monthly report to Safety Department.
- ❖ Perform safety talks and awareness training and submit evidence to Foskor.
- ❖ Visibility on Site.
- ❖ Conduct inspections on PPE and provide evidence to Foskor.
- ❖ Continuously update Safety File.

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.

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 to supply the services of Onsite Waste Management contract for the removal, sorting and classification of waste on site and at waste storage areas.

The Tenderer shall further ensure that all work is executed with a detailed quantity of work and/or design detail is provided and complies with the specifications as set out in this document.

All specifications are to be approved prior to final acceptance by Foskor (Pty) Ltd Environment personnel.

C.5 Plant Data

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

C.6. Drawings and Technical Data

The following reference drawings, technical data and/or manuals remain the property of Foskor (Pty) Ltd and shall be returned to Foskor (Pty) Ltd on completion of the work.

C.7 Scope of Work

Tenderer's responsibility for the entire scope of work:

This contract will entail the day to day management of waste on the Foskor Site and expectations from the appointed On-Site Waste Management and fulfill all legal requirements for managing the Gypsum Dam Site as per 1470B Lease Agreement.

Operational Component includes:-

- Salvage Yard
 - The Salvage Yard is a controlled area with limited access.
- Activities that are taking place in this area are as follows: sorting of recyclables, sorting of scrap metal, sorting of mixed waste from skips, compaction of general waste through the compactor machine, tipping of wheelie bins, storage of empty skips, etc.
- Wash bay Facility
 - This area is adjacent to salvage yard. It is used to wash the skips, wheelie bins, contaminated scrap metal, steel and HDPE pipes and recyclable spares. Cutting of HDPE pipes and stock piles thereof do take place in this area.
- Radiation Yard
 - Radioactive equipment or material that are above the legal limit are kept in this area.
- Bunker Yard
 - This area is divided into four (4) bays which are high walled and fenced. It is used to temporary store dry bulk of waste batches that are disposed by means of tipper trucks.
- Gypsum Dam
 - Two employees should be dedicated for the Gypsum dam Activities as determined by the Foskor's Waste Supervisor.

Administration Components includes:-

- Manage and be responsible for all the staff forming part of the on-site waste management contract.
- Data Capturing on SHREQ Drive and Isometrix on a daily basis.
- Ensure data needed to compile Monthly Reports is always readily available
- Request and control loading numbers on an ongoing basis. (needs to be done only by the Foskor Supervisor), rather see below.
- Ensure reporting of Truck on site according to the loading numbers issued out by Foskor Waste Supervisor.
- Print out job cards from the Foskor JDE system on a daily basis and arrange for jobs to be done.
- File completed job cards in date order.
- File all weighbridge certificates
- Liaise with people in the plant regarding requests and report them to the Foskor Waste Management Supervisor
- See to the timeous completion of tasks given to the workforce.

- Complete inspections as stipulated by the Foskor Standards.

Foskor Responsibility

- ☐ Issue out loading numbers.
- ☐ To ensure that there is a front-end loader to load waste.

C.7.1 Tender Deliverables

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

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

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.

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

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

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

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

As it will be deemed that the prevailing conditions have been 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:

N/A

7.3.1 Foskor Supplied Services

Foskor (Pty) Ltd shall be responsible for:		Applicable:
1	Supply a copy of the relevant Foskor Procedure Specification(s).	refer C.3
2	Supply a copy of Foskor Waste Inventory	refer C.6
4	Provide access to Foskor latest waste classification	YES
8	Assist in issuing work clearances and HIRA certificates.	YES

7.3.2 Successful Tenderer (Contractor) Responsibilities

The successful Tenderer (Contractor) shall be responsible for (inter alia):		Applicable:
1	Supply of own labour, supervision, equipment, specialized manpower and other staff to fulfill the scope of work.	YES
2	Supply suitable (approved) Personal Protective Equipment (PPE)	YES
3	To ensure that all work is reviewed by designated Foskor (Pty) Ltd representative at all stages and/or agreed milestones of the project. All work completed needs to be inspected and approved by the designated Foskor representative (e.g., Project Supervisor/ Manager)	YES
5	To ensure that all acceptance approvals as per the Quality Control Policy (QCP) are received before work is finally handed over.	YES

Note that concerning above:

- i. No claims towards losses will be accommodated.
- ii. All items 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

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

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

N/A

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 (with consideration for the construction, completion and defects corrections of the Works) by the Foskor (Pty) Ltd's Project Representative (i.e., Engineer, Project Supervisor) of the submitted Payment Certificate to the Tenderer within **30 (thirty)** days from the date of the Tenderers approved invoice.

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

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

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

C.7.8 Progress of Works

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

C.7.9 Penalty

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

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

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

The following provisions shall apply:

- i. Claims are to be submitted in writing within **7 days** after the circumstances, event, act or omission giving rise to such claim has arisen or occurred to the Foskor (Pty) Ltd Project Representative
- ii. Submit **written notice** to the Foskor (Pty) Ltd Project Representative of the intention to claim within **7 days** after the circumstances, event, act or omission giving rise to such claim has arisen or occurred. The Notice and subsequent claim to set out:
 - a. Particulars of the circumstance, event, act or omission giving rise to the claim concerned;
 - b. Provisions of the portion of the contract on which he intends to make the claim;
 - c. Length of extension of time, if any, claimed and the basis of calculation thereof, and
 - d. The Price Adjustment, if any, claimed and the basis of calculation thereof.
- iii. If the Contractor cannot reasonably comply with any of the provision above within the said period 14 days, he shall:
 - a. Notify the Foskor (Pty) Ltd Project Representative in writing of his intention to make the claim and comply with such requirements as he reasonably can;
 - b. Deliver additional information in writing that is reasonably required by Foskor (Pty) Ltd; and
 - c. Comply as soon as practical with such requirements as described above in this clause, within a time agreed to by the Foskor (Pty) Ltd Project Representative.
- iv. 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.7.10.2 Extension of Time for Completion

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

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

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

If:

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

- (iv) The Contractor shall assign the Contract without the consent in writing of Foskor (Pty) Ltd having first been obtained, or
- (v) The Contractor shall enter into a compromise with the general body of his creditors, or
- (vi) The Contractor shall have an execution levied on his goods, or
- (b) the Foskor (Pty) Ltd Project Representative shall certify in writing to Foskor (Pty) Ltd, and to the Contractor/Consultant, with specific reference to this Clause, that in his opinion the Contractor/Consultant:
 - (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

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

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

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

C.8.1 SHREQ Requirements

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

- Compliance with COP6 (Contractor Management).
- Compliance and signing of Section 37(2) Agreement in terms of the 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.
- A contractor to submit a comprehensive task-based risk assessment that has acknowledged the Foskor baseline risk assessment and method statement.
- A contractor to appoint a full-time Supervisor to manage and supervise all the activities of his/her employer.
- Contractor will be required to conduct a safety plan in terms of execution of this work.

C.8.2 Environmental Management Specifications

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

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

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

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

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

C.9 OHSAct 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 Contactor'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 Larina 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. A detailed QCP (Quality Control Plan) shall be submitted within 14 days of contract award.
- ii. Quality of work must be monitored and controlled at a high level at all times.
- iii. At each hold and witness point all work shall be suspended until the specified inspection has been completed and the QCP updated and signed accordingly by Foskor (Pty) Ltd or its representative.
- iv. At each milestone, the designated Foskor (Pty) Ltd Quality Representative must approve the quality and standard of work being produced.
- v. It shall be the responsibility of the Successful Tenderer (Contractor) to give Foskor (Pty) Ltd timely notice of hold and witness points requiring their intervention.

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

1. Priced Bill of Quantities
2. Record of experience and references
3. Work Methodology and Quality control plan.

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

MANDATORY REQUIREMENTS

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

No.	Mandatory Requirement	Comments
1	Environmental Management qualification or Natural Science Qualification (NQF level 6 to 7)	Submit document proof
2		
3		

TECHNICAL REQUIREMENTS

Evaluation Criteria (Technical)				
TENDER TITLE				
No.	Technical Criteria Description	% Contribution	Proof/Documents to be submitted	Notes
1				
a)	Tender returnable documentation submitted for technical evaluation. <i>Scoring:</i> No proof of membership is - 0% proof of membership is - 30%	30%	proof of membership with or registration with any other Environmental Management body	
b)	Proof of training in Relation to Hazardous waste sorting and classification <i>Scoring:</i> No proof of training is - 0% proof of training is - 30%	30%	Provide training certificates as proof	
c)	Detailed breakdown of schedule of rates and costs, priced bill of quantities as per Foskor BoQ format. <i>Scoring:</i> No proof of Boq - 0% proof of Boq - 5%	5%	Provide priced bill as per Foskor scope of work.	
2				
	Reliability -			
a)	Supplier reliability to complete the project safely in time, quality and budget Suitability of quality control Plan in alignment with acceptable standards and best practice for the execution of works. <i>Scoring:</i> Proof of sawis permit - 10% No Sawis registration is - 0%	10%	SAWIS registration	
b)	Company capacity regarding project team and resources in alignment with project environment, safety, time, quality and budget <i>Scoring:</i> No organogram is - 0% proof of organogram is - 5%	10%	Provide project team organogram indicating names, positions.	
3				
	Competence -			
a)	Supplier experience & team competence at Foskor Richards Bay Supplier previous experience in similar work, environment, magnitude and complexity. <i>Scoring:</i> 5 to 10 years is -15% 0 to 5 years is - 10%	15%	Provide record of experience. Eg contracts, letter of awards, recommendation letter.	
Total Technical Score:		100		
minimum score 70%				
DISQUALIFICATION CRITERIA **				
1. Mandatory documentation not submitted.				

