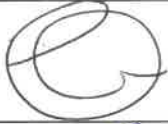






**SCOPE OF WORK TO SUPPLY WELDING CONSUMABLES TO FOSKOR RBY**

Tender no:

Revision1: 0.0

Revised date: 27/11/2024

NAME	TITLE	EMPL. NO.	SIGNATURE	DATE
<b>COMPILED &amp; RECCOMENDED BY</b>				
Tollie Ackerman	Fab Shop Supervisor	11839		14-5-25
Gullipalli Srinivasa Rao	Maintenance Engineer	504804		14-05-2025
<b>APPROVAL TO PROCEED</b>				
Sifiso.R.Majola	Maintenance Snr. Manager	15480		14/05/2025
Charles Mavuso	Senior Manager: SHREQ	504688		15/05/25
Sam Mbuyazi	General Manager Acid Division	500441		15/05/2025

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## Section A: INVITE AND TENDER INSTRUCTIONS

### A.1 Invitation to tender

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

The Works consists of the **Supplier Held Stock Contract to Supply Foskor Richards Bay with Welding Consumables as Per Annexure 1.**

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.**

Detailed Bill of Material found in **Section D**

Detailed Technical Evaluation Criteria found in **Section E**

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

Designation

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.

FTP / /

Contract Title:

**Welding Consumables Service  
Provider to Supply Foskor Richards  
Bay with Supplier Held Stock On  
various Electrodes.**

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

Closing date & time:

A.2.2 Tenders shall be placed in the **Tender Box at Foskor Richards Bay Main Administration Reception** no later than **12h00 noon** on the closing date.

SCOPE OF WORK TO SUPPLY WELDING CONSUMABLES

## A.2.3 A tender sent by fax shall not be accepted.

- In case of Tenderers not being local, and not being able to hand deliver tender documents to the above-mentioned location, Tenderers may use an approved document courier for the purpose of delivering the tender document to Foskop (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 Senior Manager: 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.
- Foskop 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 within **14 days** to the **Senior Manager: Tenders and Contracts**.

## A.3 Site Inspection

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

Date of Site Visit

Time of Site Visit

Meeting Venue

From: To:

**Report at Main Security Entrance**

Please wear the following protective clothing:

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

Yes

Yes

Yes

Yes

Yes

No

Yes

**IMPORTANT**

- Please note that a Safety Induction is **MANDATORY** and all Tenderers to allow for at least **30 minutes** before the Site Meeting start, to complete the induction.
- The Site Visit / Inspection is not Required.

**A.4 Examination and Completion of Documents**

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

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

- A.4.2 The Sections of this document shall not be separated in any way nor shall any pages be detached therefrom.
- A.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.

- d) Any effect on the execution of the scope of supply.
- e) Any effect on Foskor's overall program objectives.

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

## **A.7 General**

- A.7.1 Foskor (Pty) Ltd reserves the right to adjust arithmetical or obvious errors in the Tender. Such adjustments made by Foskor (Pty) Ltd will be communicated to the Tenderer 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	
<b>1.0</b>	<b>SUB TOTALS:</b>				
1.00	Access cards				A1
1.01	Site establishment				A2
1.02	Medicals				A2
1.03	Foskor Spec PPE (includes blue acid resistant overalls)				
1.04	Cost per each item as per annexure 1				
1.05	Transport to and from site				
	<b>Sub Totals Sum (Excluding VAT)</b>				A3
2.0	<b>Add: VAT</b>	15%			D
3.0	<b>Total Tender Sum (Including VAT)</b>				A4

- B1.1 In the event of there being any obvious errors of pricing, extensions or additions in the priced Schedule of Quantities attached, we agree to their being corrected, and the contract amount altered accordingly.
- B1.2 We further undertake that this tender cannot be withdrawn or retracted for **180 (one Hundred and Eighty)** 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.
- B1.5 Unless or until a formal agreement is prepared and signed, this tender, shall serve as your written acceptance and constitute a binding contract between Foskor and Yourself.

Amount in Words:



Signed 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

(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: immediately, from tender close date)

**Snagging / Modification List Date**

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

**Defects Liability Period Applicable** (Start from Project handover)

**Retention Payment:**


### TO BE SUBMITTED WITH THIS TENDER

The Tenderer shall submit with this Tender:

- 1 Initial programme (Bar Chart / Gantt Chart)
- 2 Milestones
- 3 Methodology

### OTHER IMPORTANT NOTES

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

- It would be expected, in the event of critical work and / or work behind programme / schedule, should such be attributable to the Contractor, to make up the time and work and complete the work at no cost to Foskop (Pty) Ltd.
- The Tenderer shall within **7 (seven)** days of contract award submit a final detailed work methodology and programme, and the final work methodology shall be verified and approved by Foskop (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 Foskop.

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

Unless otherwise agreed, Project Completion (handover), shall be deemed to be from date of Foskop 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 Foskop 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 Foskop 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
Site Manager/ Contracts Manager				
Quality Assurance and Control				

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

## B.5 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 the sole discretion and subject to the prior approval of the Engineer.

Item	Description	Rate/hr.	Rate/Day	Standing Time/Hour

## B.6 Site Inspection Certificate – To be signed by Tenderer

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

representing and being duly authorized by:

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

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

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

I/We are,

Yours faithfully

SIGNATURE: \_\_\_\_\_

ON BEHALF OF: \_\_\_\_\_

DATE: \_\_\_\_\_

AS WITNESS: \_\_\_\_\_

## Section C:SCOPE OF WORKS

### C.1. Background and Present Situation

#### C.1.1 Background and Present Situation

Foskor Richards Bay is one of the major manufacturers of phosphate-based fertilizers and phosphoric acid production. Due to the nature of Foskor's manufacturing processes, high concentrations of acidic mechanisms in the manufacturing processes starting from raw Sulphur, all the way through to the manufacturing of phosphoric acid and phosphate-based fertilizer has a negative effect on the Metal structures , Vessels , ducts & pipelines used at the plant. A significant portion of Foskor's maintenance works requires the use of Welding Consumables for repairing/Retrofitting metal structure of different materials, Ducts& Pipelines on a regular basis.

In this forementioned situation, an annual contract for welding consumables supply is required in order to realize savings over repairing & fabricating in house metal structures, ducts ,vessels & pipelines.

### 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
ISO 45001	Occupational Health and Safety Act – Act 85 of 1993	Latest	Applicable
ISO 9001	Quality System Series	Latest	Applicable
ISO 14001	Environmental Management Systems	Latest	Applicable

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

Number	Title / Description	Version	Applicable
<b>OTHER</b>	<b>STANDARDS on this Tender</b>		
<b>APPLICABLE</b>	<b>FOSKOR SPECIFICATION on this Tender</b>		
FM 001	General Mechanical Specifications	Latest	FM 001
FQ 001	General Engineering Quality Requirements	Latest	FQ 001
COP 6	Contractor Management	2009	COP 6

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 Contractor 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 Contractor 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. Contract Requirements**

The main works is of a supply of various Electrodes and requires the supply of all (including but not limited to the next Electrodes brands as per Foskor requirements):

- ESAB
- BOHLER
- LINCOLN
- HOBART

The Contractor 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

#### **C.5 Plant Data**

All items listed in the document will be delivered to the warehouse receiving stores at the **FOSKOR RICHARDS BAY PLANT, 21 JOHN ROSS PARKWAY; 3900. SOUTH AFRICA**

#### **C.6 Scope of Work - General**

The scope of work includes for the following:

1. Supply welding consumables on request from Foskor per specific order: -
  - a. Supply welding consumables to Foskor stores receiving, within 48 hours (unless it is a breakdown situation in point (b) below) from the time of order placement.

SCOPE OF WORK TO SUPPLY WELDING CONSUMABLES



- b. Supply welding consumables to Foskor Stores Receiving, within 3 hours from the time of order placement for all breakdown conditions.
2. Failure to supply within the stipulated period or the specified goods, shall allow Foskor liberty to source the goods elsewhere, while bearing no consequence of the 'failure to deliver' or cancellation – refer this contract, Cancellation Clause paragraph 11.
3. The contract supply shall be 36 months from the date of awarding the tender to the successful bidder.
4. Deliver welding consumables within the Warehouse receiving hours – Monday to Thursday 07h30 to 15h00 and Friday from 07h30 to 13h30.
5. Supply Material Safety Data Sheets with each delivery.

## **C.7 Supplied Services**

### **C.7.1 Foskor Supplied Services**

Foskor shall be responsible for:

- a) Supply a copy of the Foskor Procedure Specifications.
- b) Supply a copy of the Welding Consumables Specifications.
- c) Supply a list of Welding Consumables Required.

### **C.7.2 Successful Tenderer (Contractor) Responsibilities**

The contractor shall be responsible for:

- a) All personal protective equipment (PPE) etc. that the contractor will bring to Foskor and will be subjected to review and approval by Foskor and shall conform to Foskor procedures and specifications.
- b) Delivery of requested stock to Foskor Richards Bay to be included in item price.

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.7.3 Certification by Recognized Bodies**

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



#### C.7.4 Requirement for the termination, diversion, or maintenance of existing services

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

#### C.7.5 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.7.6 Invoicing and Payment

Payment will be made by Foskop (Pty) Ltd, after approval (with consideration for the construction, completion and defects corrections of the Works) by the Foskop (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 Foskop (Pty) Ltd.'s terms and conditions.

The invoice submitted is to be in a format acceptable to the Foskop (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.7.7 Standing Time

Standing time is defined as a period of time measured in hours, when the Contractor's normal operational cycle is affected by causes caused by Foskop (Pty) Ltd and results in normal stoppage or major disruption to the regular progress of the Works.

Payment to the Contractor for standing time will be certified only where, in Foskor (Pty) Ltd.'s opinion, the delay was clearly beyond the reasonable control of the Contractor and the Contractor further took all reasonable measures to avoid or reduce such delay and such delay imposed direct costs to the Contractor.

#### **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 **5% of any order 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
  - (v) 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 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**

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 OHS 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 (Half mask double filter – screw type with filter type A1B1E1K1 – North Safety Product or similar approved product) and goggles (Uvex ultra vision – W1663459B – DIN CE 0196) preferably in a pouch**. Should a Contractor be found on site without the above-mentioned safety clothing, he will be removed from site and will not be allowed to return. FFP3 dust mask fitted with an exhalation valve must be used when working in dust in on the B&D Store.
- c. **Overalls must be Blue Sweet Orr overall (80% Polyester 20% Viscose Rayon Acid repellent) with Company names either on front of jacket or back OR Blue North Safety Acid/Flame overall (Flame retardant acid resistant anti-static ATPV 15.4CAL/CM2) with company names either on front of jacket or back and fluorescent reflective strips to be stitched onto sleeves and on the knees.**
- d. The Contractor shall demarcate the relevant work area. The Contractor shall supply and erect an appropriate name board with all relevant information and contact details at the work area.
- e. The Contractor must take safety precautions within FOSKOR premises.
- f. The Contractor's vehicle when entering the Plant must have rotating orange lights on at all times.
- g. **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.**



- h. A once-off fee is also required for access cards from Foskor Security. Please contact the Foskor (Pty) Ltd Security Reception at 035 902 3267 for information.

**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 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 valid reason if non-conformance to the Act and the Regulations are committed.

**C.10. Applicable General Conditions of Contract**

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

**C.11. Quality Management**

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

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

**C.11.1 Quality Control:**

- i. A detailed QCP (Quality Control Plan) shall be submitted within 3 days of 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

## Section D – Bill of Quantities

**\*\*The below mentioned quantity is tentative only. Bidder needs to supply the quantities as and when required by Foskor against the individual orders, as the scope of work is for supply held contract. The quantity is not firm & fixed and is only tentative.\*\***

S.no	Description	Full Description	Required Quantity in kgs / year	Price/kg	Total Cost
1	ARC Electrode M/S 2.5 mm	0180107966 ARC ELECTRODE MILD STEEL SIZE 2.5 MM ; AWS A5.1 E6013	100		
2	ARC Electrode M/S 3.2 mm	0180107967 ARC ELECTRODE MILD STEEL SIZE 3.2 MM ; AWS A5.1 E6013	110		
3	ARC Electrode M/S 4.0 mm	0180107968 ARC ELECTRODE MILD STEEL SIZE 4.0 MM ; AWS A5.1 E6013	100		
4	Low Hydrogen (L.H)AWS A5.1E7018	0180107978 LOW HYDROGEN (L.H ) AWS A5.1 E7018 H8 ARC ELECTRODE MILD STEEL SIZE 2.5 MM ; AWS A5.1 E7018 H8	320		
5	Low Hydrogen (L.H)AWS A5.1E7018	0180107979 LOW HYDROGEN ( L.H ) AWS A5. 1 E7018 H8 ARC ELECTRODE MILD STEEL SIZE 3.2 MM; AWS A5.1 E7018 H8	320		
6	Low Hydro. AWS A5.1E7018 4.0mm	0180107980 LOW HYDROGEN ( L. H ) AWS A5.1 E7018 H8 ARC ELECTRODE MILD STEEL SIZE 4.0 MM; AWS A5.1 E7018 H8	320		
7	MIG Co2 electrode M/S 1.2 MM	0180107981 MIG CO2 ELECTRODE MILD STEEL SIZE 1.2 MM ;AWS A5.18 ER 70 S - 6	180		
8	Tig electrode M/S 1.6 mm	0180107982 TIG ELECTRODE MILD STEEL SIZE 1.6 MM; AWS A5.9 ER 70 S-6	200		



9	Tig electrode M/S 2.4 mm	0180107983 TIG ELECTRODE MILD STEEL SIZE 2.4 MM; AWS A5.9 ER 70 S -6	300		
10	ARC ELECTRODE SS 904L 2.5MM	0180208031 ARC ELECTRODE SS 904L SIZE 2.5 MM; AWS A5.4 E385 - 17	280		
11	ARC Electrode S.S 904L 3.2mm	0180208032 ARC ELECTRODE SS 904L SIZE 3.2MM; AWS A5.4 E385 -17	800		
12	Tig electrode SS 904L 1.6 mm	0180208033 TIG ELECTRODE SS 904L SIZE 1.6 MM; AWS A5.9 ER 385	100		
13	Tig electrode SS 904L 2.4 mm	0180208034 TIG ELECTRODE SS 904L SIZE 2.4 MM; AWS A5.9 ER 385	250		
14	ARC Electrode SS 904L 4.0 mm	0180208035 ARC ELECTRODE SS 904L SIZE 4.0 MM; AWS A5.4 E385 - 17	700		
15	ARC Electrode ss 316L 2.5mm	0180208040 ARC ELECTRODE SS 316L SIZE 2.5MM; AWS A5.4 E316L - 17	320		
16	ARC Electrode ss 316L 3.25 mm	0180208041 ARC ELECTRODE SS 316L SIZE 3.2 MM; AWS A5.4 E316L	240		
17	ARC Electrode ss 316L 4.0 mm	0180208042 ARC ELECTRODE SS 316L SIZE 4.0 MM ; AWS A5.4 E316L - 17	320		
18	Tig electrode SS 316L 1.6 mm	0180208043 TIG ELECTRODE SS 316L SIZE 1.6 MM; AWS A5.9 ER 316L	100		
19	Tig electrode SS 316L 2.4 mm	0180208044 TIG ELECTRODE SS 316L SIZE 2.4 MM ; AWS A5.9 ER 316L	150		
20	ARC Electrode SS 308L 2.5 mm	0180208045 ARC ELECTRODE SS 308L SIZE 2.5 MM; AWS A5.4 E308L - 17	120		
21	ARC Electrode SS 308L 3.2 mm	0180208046 ARC ELECTRODE SS 308L SIZE 3.2 MM; AWS A5.4 E308L - 17	250		
22	ARC Electrode SS 308L 4.0 mm	0180208047 ARC ELECTRODE SS 308L SIZE 4.0 MM; AWS A5.4 E308L - 17	200		

23	ARC Electrode SS 309L 2.5 mm	0180208048 ARC ELECTRODE SS 309L SIZE 2.5 MM; AWS A5.4 E309L - 17	200		
24	ARC Electrode SS 309L 3.2 mm	0180208049 ARC ELECTRODE SS 309L SIZE 3.2 MM; AWS A5.4 E309L - 17	240		
25	ARC Electrode SS 309L 4.0 mm	0180208050 ARC ELECTRODE SS 309L SIZE 4.0 MM; AWS A5.4 E309L-17	120		
26	Tig electrode SS 310L 1.6 mm	0180208051 TIG ELECTRODE SS 310L SIZE 1.6 MM; AWS A5.9 ER 310L	50		
27	Tig electrode SS 310L 2.4 mm	0180208052 TIG ELECTRODE SS 310L SIZE 2.4 MM; AWS A5.9 ER 310L	250		
28	ARC Electrode SS 310L 2.5 mm	0180208053 ARC ELECTRODE SS 310L SIZE 2.5 MM; AWS A5.4 E310L-16	200		
29	ARC Electrode SS 310L 3.2 mm	0180208054 ARC ELECTRODE SS 310L SIZE 3.2 MM; AWS A5.4 E310L-16	240		
30	ARC Electrode SS 310L 4.0 mm	0180208055 ARC ELECTRODE SS 310L SIZE 4.0 MM; AWS A5.4 E310L-16	280		
31	ARC Electrode Gouging 3.2 mm	0180208065 ARC ELECTRODE GOUGING SIZE 3.2 MM	300		
32	Flux core mig wire 1.2mm	0180208066 Flux core mig wire 1.2mm ultra 70 plus	1800		
<b>Total</b>					

## Section E: TECHNICAL EVALUATION CRITERIA

### D.1 Technical Evaluation Criteria for this Tender which excludes Commercial Evaluation:

Evaluation Criteria (Technical)				
TENDER TITLE				
<b>MANDATORY DOCUMENTS</b> Bid submission not meeting these requirements will result in bid being disqualified.				
<b>Proof of Local:-</b> Supplier must provide proof of address which states them as locally available. Supplier to deliver the Electrodes within Three hrs. of call during Emergency/Breakdown and within 48 hrs. during normal times form the time of order placed.				
No.	Technical Criteria Description	% Contribution	Proof/Documents to be submitted	Notes
1	<b>Compliance with Scope of Work Specifications - Weight not to be less than 25%</b>			
a)	Supplier capability Assessment.  Scoring: If all required documents submitted=25%;  If all required documents not submitted = 0%	25%	The tenderer must supply an OEM Letter or authorized distributor letter from the OEM for all brands names listed in section C4. The certificate will be verified.	
2	<b>Reliability - Supplier reliability, quality and budget - Weight not to be less than 50%</b>			
a)	Quality Control Plan  Scoring: If all required documents submitted=25%; If all required documents not submitted = 0%	25%	Provide a Signed Quality control document for Welding Consumables that will be supplied looking at quality ,material certificates.	
b)	Handling & tagging and preservation procedure. Scoring: If provided all three =25%. If provided any two = 15% If provided one =5% If not = 0%.	25%	Provide Preservation ,Handling & tagging procedure.	

SCOPE OF WORK TO SUPPLY WELDING CONSUMABLES

3	<b>Competence - Supplier experience &amp; team competence at Foskor Richards Bay - Weight not to be less than 25%</b>			
a)	Experience in providing the service & Client References  Scoring:  Similar Experience >= 3 years = 25% Similar Experience < 3 years = 0%	25%	The bidder must provide comprehensive company profile detailing. *Company years of experience in this type of service	
<p style="text-align: right;"><b>Total Technical Score: 100 %</b></p> <p><b>Note: For the bid to be considered the bidder needs to score 80% and above, and comply to all mandatory requirements</b></p>				

**END OF SCOPE OF WORK**