



TENDER DOCUMENT

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Tender no: FTP /23/MN
FTP 002/24/MN

SUPPLY OF A 1500CFM ELECTRIC AIR COMPRESSOR

Tender no: FTP /23/MN

Cost Code:

Revision¹: 1.0 see legend at bottom of page

Revised date: 27/12/2023

NAME	TITLE	Empl. no	SIGNATURE	DATE
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COMPILED – RECOMMENDATION

Zola TP Mtolo	Maintenance Technician	504472	K. Khutso P.P	14/03/2024
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APPROVAL TO PROCEED

Siphiwe Ntuli	Maintenance Engineer	503497		14.03.2024
Sifiso Majola	Snr Manager Maintenance	15480		20/03/2024
Sam Mbuyazi	GM, Acid Division	500441		26/03/2024
Comments:				

¹ Revision Legend:

0.n = Draft,

1= Final version

Thus first draft = 0.1, second draft = 0.2, etc, and final approved = 1.0

Should the final be revised for whatever reason the revision would be 1.1 etc.

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Section A: INVITE AND TENDER INSTRUCTIONS

A.1 Invitation to tender

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

The Works consists of the supply of a 1500CFM electric air compressor for Sulphuric acid plant.

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	Mphumeleli Ngqulunga
Telephone	035 902 3115
Fax	035 797 3941
Cell no	
Email	PhumeN@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:

TENDER	
Tender No.	FTP /23/MN
Contract Title:	<u>SUPPLY OF AN 1500CFM ELECTRIC AIR COMPRESSOR</u>
	The Manager Procurement FOSKOR LIMITED 21 John Ross Parkway Richards Bay
Closing date & time:	

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

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

- In case of Tenderers not being local, and not being in a position to hand deliver tender documents to the above-mentioned location, Tenderers may use an approved document courier for the purpose of delivering the tender document to 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 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.
- Foskop shall take no responsibility for lost courier documents – prior to opening of tenders – and the onus rests on Tenderer to keep duplicates of the 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 **Foskop, 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 (Foskop 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 Foskop'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 in a: Yes No x rate = ZAR

1.0 SUB TOTALS:

1.00 Bill No. 1 –Supply of an 1500cfm Electric Air Compressor.

A1

Sub Totals Sum (Excluding VAT)

A2

A3

2.0 **Add: VAT** 15%

D

3.0 **Total Tender Sum (Including VAT)**

A4

B1.1 In the event of there being any obvious errors of pricing, extensions or additions in the priced Schedule of Quantities attached, we agree to 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)

Retention Payment:

Nil
Nil (Refer B1.4)

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, Contractor Temp?	Sub-or	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)

Tender no: **FTP /23/MN**

[illegible]

[illegible]

[illegible]

B.7 Site Inspection Certificate – To be signed by Tenderer

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

representing and being duly authorized by:

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

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

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

I/We are,

Yours faithfully

SIGNATURE: _____

ON BEHALF OF: _____

DATE: _____

AS WITNESS: _____

Section C: SCOPE OF WORKS

C.1. Background, Present Situation and Proposed Solution

C.1.1 Background and Present Situation

Sulphuric Acid Plant currently has four air compressors which supplying compressed air to different locations in the plant. Compressed air is used for automatic valves, Pneumatic drills, air lancers etc. The overall combined performance of these air compressors is 5312 cfm which by design should meet overall plant requirements.

C.1.2 Present Situation

Due to the years of operation compressor number 4 needs to be replaced, this machine can no longer fulfill its intended function. Especially in case of any additional air requirements or if there is a breakdown on the other machines.

C.1.3 Proposed Solution: Reason for this Tender

To procure one (1) air compressor with capacity of 1500 CFM. The compressor mentioned would replace compressor no.4 to sustain plant compressed air supply and standardize all machines in terms of air capacity produced.

The supplement machine will ensure equipment availability and sufficient supply of compressed air throughout the plants at a required pressure.

C.1.4 Nature of Work

The nature of this work is the **supply of an 1500cfm electric compressor** and is envisaged to include (but not limited to) the following disciplines:

Delivery to Foskor site

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

C.2. Legislation, Standards and Codes of Practice

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

Number	Title / Description	Revision	Remarks
Act 85 of 1993	Occupational Health and Safety (OHS Act)	Latest	Applicable
API Std. 619	Rotary-Type Compressors	Latest	Applicable
ASME B31.	Pressure Piping	Latest	Applicable
ASME I	Power Boilers	Latest	Not Applicable
ASME VIII	Rules for Construction of Pressure Vessels	Latest	Not Applicable
ASME V	NDT Specifications	Latest	Applicable
ASME IX	Qualifications Standards for Welding Specifications	Latest	Applicable
TEMA C	Construction of Heat Exchangers	Latest	Applicable
AWS D1.1	Structural Welding Code - Steel	Latest	Not Applicable
SABS 1431	Weldable Structural Steels	Latest	Not Applicable

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

C.3. Foskor Specifications

All work listed in this scope of work shall be completed in accordance with the latest specifications listed.

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

Number	Title / Description	Version	Applicable
OTHER	STANDARDS on this Tender		
APPLICABLE	FOSKOR SPECIFICATION on this Tender		
E003	Industrial Electrical Installations	Latest	
EC1	Installation, Testing and Commissioning of Electrical Equipment	Latest	
FC005	General Earth Works to Plant and Building	Latest	
FD001	Design Criteria for Structures	Latest	
FG001	General Requirements for Projects	Latest	Yes
FL001	Design & Fabrication Criteria for Ladders & Walkways	Latest	
FM001	General Mechanical Specification	Latest	Yes
FM003	Welding of Fabricated Equipment	Latest	Yes
FM002	Rubber Lining of Vessels and Piping	Latest	
FM003	Welding of Fabricate Equipment	Latest	Yes
FM432	Insulation of Vessels and Piping	Latest	
FQ001	General Engineering Quality Requirements	Latest	Yes
FQ002	Non-Destructive Testing	Latest	Yes
FS001	Specification for the Fabrication & Erection of Structural Steel Work	Latest	
FS002	Specification of Roof and Side Cladding	Latest	
FV001	Requirements Vessels, Tanks and Heat Exchangers	Latest	Yes
GM5	Pipe Standards Including Auxiliary Equipment	Latest	
GM6/COP9	Engineering Drawing and Document requirements	Latest	Yes
GQ1	Quality Control Procedure for Contractors	Latest	Yes
GS1	Structural Steelwork and Plate Work Fabrication and Erection	Latest	
MC001	Corrosion Protection Colour Coding	Latest	Yes
MC002	Scope of Corrosion Protection Richards Bay	Latest	Yes
MC004	General Plant Painting Specification Low Temperature	Latest	Yes
MC006	Repair/Touch-up of Damaged Steelwork	Latest	
MC009	General Plant Protection High Corrosive Areas	Latest	Yes
MC010	Painting Tank Grillage	Latest	
SS-000000-C-006	General specification for concrete construction	Latest	Yes

SS-000000-C-007	Concrete specification	Latest	
SS-000000-C-012	Grouting	Latest	
SS-000000-Q-001	General quality requirements	Latest	Yes
SS-000000-S-001	Fabrication and erection of structural steelwork	Latest	
DD-000000-C-001	Civil design criteria	Latest	
DD-000000-S-001	Structural design criteria	Latest	Yes

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

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

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

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

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

Suppliers of materials and the like, whose quality systems apply with one or more of the SABS/SANS ISO 9000 Series should be used whenever possible in the absence of a particular SABS/SANS Specification Standard Mark.

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

C.4. Project Requirements

The main purpose of this Scope of Works is for the Supply of an 1500cfm Electric Air Compressor and requires the supply of all (including but not limited to):

- Transport

The Tenderer will be responsible for the manufactured integrity and detailed design of his supplied equipment/structure. Data Pack to be fully inclusive of all checks and certificates required. (Refer C.11.1)

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 detailed designs and specifications are to be approved prior to final acceptance by Foskor (Pty) Ltd Engineer.

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.6.1 Drawings and Technical Data

All work listed in this Scope of Work shall be completed in accordance with the latest copies of drawings/specifications as listed above. It is the responsibility of the Tenderer to ensure that the Tenderer has the latest copies of drawings/specifications as listed above for the execution of this project.

No.	Product Description
1	Air Compressor
2	3 Phase Voltage
3	Capacity: 1500 CFM
4	Pressure: 7.5 Bar
5	Power: 250 KW
6	Voltage: 400V
7	Frequency: 50 Hz
8	Oil free
9	Air Cooled
10	3300 mm x 2000 mm x 1600 mm
11	Pipe Connection is 3-inches
12	Flange ASA150, 3-Inch

On completion of the project the Tenderer must certify all documentation and drawings for correctness and conformance, specifying which standards and regulatory acts these conform to.

C.7 Scope of Work

Tenderer's responsibility for the entire scope of work:

Design and Drawings

1. Procurement of the air compressor, which has free air delivery of 1500 CFM at a pressure of 7.5 bar, including electrical motor.
2. The new air compressors must be incorporated into the existing system.
3. The air compressor shall be tested on site upon delivery in the presence of the supplier representative. The Supplier shall provide highly qualified and experienced technical personnel during testing of equipment on site.
4. The experience of the manufacturer shall comply with the following:
 - i. The manufacturer should have been in the business of manufacturing air compressor for not less than ten (10) years; and
5. Upon arrival of the air compressor at delivery site, the contractor and their authorized representatives, shall jointly verify the equipment following the steps below:
 - i. Inspection and verification of the packing list
 - ii. Visual inspection of the condition of the packing and its surfaces
 - iii. Partial opening of the crates and plastic sheet protection of equipment to verify the content and its physical condition and to check damage during shipment and storage.
6. After commissioning the contractor must supply the user manual with accompany with the compressor data package (hard copy and CD).
7. Foskor will do an examination of the compressors upon delivery.
8. The compressor is to be installed on a flat and cleaned floor.
9. All materials to be used and incorporated into the equipment shall be new and unused. They shall be suitable for the intended purpose and shall comply with all applicable regulations, quality, and standards.
10. The contractor shall guarantee the repair, and/or replacement of the supplied equipment or components at his own expense against defect in design, workmanship and materials for a period of twelve (12) months after the equipment has been installed and commissioned. The contractor

guarantees that the equipment will perform in the manner as set forth in the equipment's manual and the contract.

11. The contractor shall submit a warranty certificate effective from the date of acceptance.
12. Manufacturer's brochures/catalogues which contain information/data to adequately support the technical data sheets to be provided.
13. Supply general drawings, specification sheet, spare parts and interchangeability record
14. The contractor to supply a price breakdown as per the attached Bill of Quantities.

Foskor Responsibility

- ☐ Offload, rig and position the air compressor.
- ☐ Civil modification if required.
- ☐ Foskor will assist with installation as per vender instruction.

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:

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

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 reference drawings if required.	refer C.6
4	Provide access to electricity connection points ▪ Any connection and consumption will be monitored by Tenderer and verified by Foskor on defined intervals (usually at the beginning and end of contract)	YES
5	Provide access to potable water ▪ Connection and consumption would need to be monitored by Successful Tenderer (Contractor) and verified by Foskor on intervals (usually at the beginning and end of contract) defined by Foskor	YES
6	Provide a suitable area for site establishment for Successful Tenderer (Contractor). ▪ Successful Tenderer to formally in writing motivates, request and define the area and services it deems necessary for site establishment. ▪ Foskor will at its own discretion (if request is approved) allocate a site establishment area, however Foskor can should it deem necessary retract or re-define its approval by giving reasonable notice to the successful Tenderer	ON REQUEST
7	Provide access to ablutions facilities. (not change rooms) ▪ Successful Tenderer (Contractor)'s workers to be fully dressed in required PPE when coming on site. ▪ The successful Tenderer ensures that its workers/subcontractors/ supplier that are making use of facilities, do so in an orderly and well-mannered way. ▪ Successful Tenderer is not allowed to make use of Foskor's change room or tearoom facilities unless agreed to in writing. ▪ The successful Tenderer might be called on to assist with the maintenance and cleaning of ablutions, should Foskor at its discretion believe it be necessary. Cost associated with such cannot be claimed from Foskor (Pty) Ltd.	YES
8	Assist in issuing work clearances and HIRA certificates.	YES

7.3.2 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
4	After installation/construction and commissioning the successful Tenderer shall conduct final inspection of all work together with designated Foskor (Pty) Ltd representative to compile SNAG list.	YES
5	To ensure that all acceptance approvals as per the Quality Control Policy (QCP) are received before work is finally handed over.	YES

Note that concerning above:

- i. No claims towards losses will be accommodated.
- ii. All items 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., Electrical, National Building, etc.) of South Africa in accordance with the Regulations of the Occupational Health and Safety Act will be accepted and permitted to do work under this contract.

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

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

C.7.6 Nominated Sub-Tenderers

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

The following Sub-Tenderers are nominated:

Contractor	Concerning Works	Contact

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C.7.7 Invoicing and Payment

Payment will be made by 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.7.8 Progress of Works

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

C.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 Foskop (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 Fokor (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 Fokor (Pty) Ltd Project Representative.
- iv. In the event of failure to comply to any of the provisions, the claim would not be accommodated and Fokor (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 Fokor (Pty) Ltd Project Representative will consider a claim duly submitted.

C.7.11 Cancellation of the Contract by Fokor (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 Fokor (Pty) Ltd having first been obtained, or
- (v) The Contractor shall enter into a compromise with the general body of his creditors, or
- (vi) The Contractor shall have an execution levied on his goods, or

- (b) the Foskop (Pty) Ltd Project Representative shall certify in writing to Foskop (Pty) Ltd, and to the Contractor/Consultant, with specific reference to this Clause, that in his opinion the Contractor/Consultant:
- (i) has abandoned or repudiated the Contract, or
 - (ii) has, without reasonable excuse, failed to commence the Works in terms of the time allowed and agreed to, or
 - (iii) has suspended the progress of the Works without due cause, or
 - (iv) has failed to proceed with the Works with due diligence, or
 - (vi) is not executing the Works in accordance with the Contract, or
 - (vii) has, without the approval of the Foskop (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 Foskop (Pty) Ltd Project Representative, referring specifically to the default concerned and to this Clause, failed to remedy the default,

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

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

C.8 Foskop 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 Foskop standards and national regulations:

- Compliance with COP6 (Contractor Management).
- Compliance and signing of Section 37(2) Agreement in terms of the OHSAAct No.85 of 1993 at the Foskop (Pty) Ltd Safety Department.
- Compliance with Legislation requirements which includes the OHSAAct, NEMA (National Environment Management Act) and other relevant applicable Legislation.

* *copy of requirements available from Foskop 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 OHSA 1993 Health and Safety Specification

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

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction regulations.

C.9.1. Health and Safety Induction

The successful Tenderer (Contractor) shall ensure that all employees under his control, including the subcontractors/consultants and their employees, undergo a health and safety induction training course by a Foskor competent person before entering site.

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

- e. The job risk assessment shall be carried out at the start of each shift. This risk assessment shall cover all activities planned for the relevant shift. The risk assessment shall be submitted to Foskor (Pty) Ltd at the start of each day shift and each night shift.
- f. The Contractor must take safety precautions when working on site.
- g. The Contractor must remove all their equipment within 48 hours after project completion/closure.
- h. A complete safety file to be submitted to Foskor (Pty) Ltd Safety Department before any work commences.
- i. The Contractor's vehicle when entering the Plant must have rotating orange lights on at all times.
- j. **The Contractor and their employees must undergo a full medical at either Foskor (Pty) Ltd's Clinic or Caredoc Richards Bay or their approved by Foskor (Pty) Ltd. A full lung function test must be done. If a project is longer than twelve months, then a complete medical including lung function tests must be done again and thereafter the lung function test. Medical certificates are valid for one year only. For medical costs and bookings please contact Sister Larna Pieterse at Foskor (Pty) Ltd Clinic on 035 902 3287.**
- k. A once-off fee is also required for access cards from Foskor Security. Please contact Foskor (Pty) Ltd Security Reception at 035 902 3267 for information.
- l. No access to elevated platforms, roof and scaffolding will be allowed during rainy days.

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

By the submission of a tender, any tenderer will, if awarded the contract to which this tender document relates, be deemed to be the mandatory as envisaged by Section 37 (2) of the Act.

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

It is further noted that: -

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

IMPORTANT NOTE

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

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

C.10. Applicable General Conditions of Contract

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

C.11. Quality Management

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

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

C.11.1 Quality Control:

- i. 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. Initial programme (Bar Chart/Gantt Chart)
3. Record of experience and references
4. Work Methodology and Quality control plan.

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

Mandatory Requirements: Bid submission not meeting these requirements will result in bid being disqualified.			
1	Submission of Initial programme (Bar Chart/Gantt Chart)		
2	Quality control Plan, Work methodology and technical specifications.		
3	Submission of experience record with references, project values and contact numbers for verification		
4	Submission of correctly completed priced Bill of Quantities (e.g. no omission of unit rate/price) as attached		
Technical Evaluation Criteria for this Tender which excludes Commercial Evaluation:			
No	Technical Criteria Description	% Contribution	Proof / documents to be submitted
1	Experience & Team competence - <u>Section weight not to be less than 40%</u>		
a)	Company Experience - Previous Experience in the supply of electric air compressors. Scoring: Less than 10 years experience = 0%; Experience of 10 years or more =25%.	25%	Supplier to provide a reference list of projects and contact numbers for verification.
b)	Company Reliability - Previous experience in the supply of electric air compressor above 1000CFM. Scoring: Non-compliant = 0 %; Compliant = 15 %	15%	Supplier to provide a reference list of projects and contact numbers for verification.
2	Company Capacity – <u>Section weight not to be less than 40%.</u>		
a)	Company Delivery Times - Execute construction according to a pre-approved WBS / Project Schedule/ Milestones/ Bar Chart/Gantt Chart Scoring: 16 weeks delivery time & more = 0%; 16 weeks delivery time and less Months & Less =20%	20%	Are the delivery times/ project programme and duration acceptable?
b)	Priced Bill of Quantities as per this Scope of Work attached Scoring: Not in line with attached BOQ in this SOW = 0 %; As per the attached BOQ in this SOW = 20 %	20%	

3	Scope of Work Compliance - <u>Section weight not be less than 20%.</u>		
a	SOW specifications compliance: Do each supplier's specifications meet the required specifications indicated in the scope of works? Work Methodology, Specifications, QCP. <u>Section Weight not to be less than 15%</u> Scoring: Not-Relevant = 0 %; All Relevant = 15 %	20%	Submit Work Methodology,specifications,QCP etc.
	Total Technical Score	100%	