

## Ammonia Offloading Station Upgrade x2

Tender no: FTP /23/MN Cost Code:  
 Revision<sup>1</sup>: 0.1.n see legend at bottom of page Revised date: 28 July 2023

NAME	TITLE	Empl. No	SIGNATURE	DATE
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### COMPILED – PROJECT TEAM LEADER

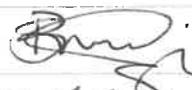
Virendra Ramlakan	Project Engineer	504609		28 July.2023
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### COMPREHENSION AND ACCEPTANCE

The Client warrants that he/she reviewed the Scope of Works and that this Tender and related documents and that the Scope of Works comply to Production requirements and the outcome of the work as agreed between parties.

Sibusiso Kheswa	Granulation Plant Maintenance Engineer			08/11/2023
Itumeleng Mthethwa	Granulation Plant Process Engineer			05/03/2024

### APPROVAL TO PROCEED

Blessing Mbuyazi	Senior Manager Projects	504427		07/03/2024
Fortune Njobe	Senior Manager	31870		05/03/2024
Sam Mbuyazi	General Manager Acid	500441		07/03/2024
	Vice President Acid			

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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 Ammonia Offloading Station Upgrade

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**.

Project Schedule **Section D**

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	<b>Buyer: Tenders and Contracts</b>
For the attention of	Mphumeleli Ngqulunga
Telephone	<b>035 902 3115</b>
Fax	<b>035 797 3941</b>
Cell no	<b>+2761 469 5928</b>
Email	<b>PhumeN@foskor.co.za</b>

### 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, clearly marked as follows:

<b>TENDER</b>			
Tender No.	<b>FTP</b>	<b>/23/mn</b>	<b>The Manager Procurement FOSKOR LIMITED 21 John Ross Parkway Richards Bay</b>
Contract Title:	<b>Ammonia Offloading Station Upgrade</b>		
Closing Date & Time:	<b>at 12h00 noon</b>		

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.

- In the case of registered courier delivery, 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**

- Foskor shall take no responsibility for lost courier documents, prior to opening of tenders.

- A.2.3 A tender sent by fax shall not be accepted.
- A.2.4 In case of Tenderers not being local, not being in a position to hand deliver tender documents to the above-mentioned address, they may use the email address: tenderrbay@foskor.co.za. Late entries shall not be entertained.
- A.2. 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 **Divisional Lead: Tenders and Contracts**

**A.3 Site Inspection**

An official Site inspection may be held at the **Foskor, Richards Bay** site in order for the Tenderer to fully acquaint 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	From: n/a To: n/a
Meeting Venue	<b>Please sign in at Main Security Entrance</b>

Please wear the following protective clothing:

Overalls (Acid Proof),	<b>Yes</b>
Hard Hat	<b>Yes</b>
Safety Shoes	<b>Yes</b>
Safety Glasses	<b>Yes</b>
Hearing protection	<b>Yes</b>
Gloves	<b>Yes</b>
Gas respirator	<b>Yes</b>

**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- which starts at 09:00 on the day.

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

- A.4.1 The Tenderer shall examine all documents forming part of the Tender and submit the tender accordingly. Any drawings, addendums, annexures received with the Tender documents must be treated as a comprehensive pack of your Tender Submission.

Please tender in accordance with this format and submit documents as specified below/within this document.

- A.4.2 The Sections of this document should 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; and having:-
  - A.4.3.1 Cost Breakdown of the Works as per Schedule
  - A.4.3.2 Initial Project Program of Works, Work Methodology, and Cash Flow – which could be structured similarly to payment terms.

**A.4.4** Schedule of Similar Contracts Undertaken**A.5** Contract Documents Priority

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

Any proposed technical departures from Foskor (Pty) Ltd.'s Requirements or Specifications shall 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) Suggested re-wording.
- b) Reason for proposed exception
- c) Any effect on the tender price.
- c) Any effect on the execution of the scope of supply.
- d) Any effect on Foskor's overall program objectives.

Should any of the above information not be supplied, the alteration 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 subject 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 maintains the right, after Tenders are opened, and before a Contract is awarded, to enter into negotiations/discussions with one or more Tenderers short-listed on a price, programmed or technical basis, with a view to the clarification, improvement or amendment of any particular aspect of a Tender.

**A.7.4** All Tenders are submitted on an 'own risk' basis and under no circumstances shall Foskor be liable for any costs incurred by any Tenderer in compiling or submitting a tender.

**A.7.5** Foskor reserves the right to accept a part/sectional supply of a Tender, with due communication and agreement to 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, that could contravene fair business practices.

**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	Rate of Exch	ZAR
<b>1.0</b>	<b>SUB TOTALS:</b>			
1.01	Ammonia offloading arms (Include design drawings)			
1.02	Specialized Platform & Structures (Include design drawings)			
1.03	Swing-down stair set c/w operator safety cage (Include design drawings)			
1.04	Supply/Transport/Delivery, Installation			
1.05	Testing, Hand-over & Commissioning			
1.06				
<b>Sub Totals Sum (Excluding VAT)</b>				
	<b>Add: VAT</b>	15%		
<b>1.08</b>	<b>Grand-Total Tender Sum (Including VAT)</b>			

- B1.1 In the event of their being any obvious errors of pricing, extensions or additions in the priced Cost Schedule attached, we agree to their being corrected, and the contract amount altered accordingly.
- B1.2 We further undertake that this tender cannot be withdrawn or retracted for **90** (ninety) days from the closing date.
- B1.3 Notwithstanding that, this tender is submitted by invitation, it is 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, 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 B.2. This clause also refers to 'Handover' as specified in **B 2.1**
- B1.5 Unless superseded by a formal agreement, this tender, shall serve as your written acceptance and constitute a binding contract between Foskor and Yourself.

Amount In Words:

--	--

Signed at .....on.....

.....

Company Stamp

Signature .....

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

(An obligatory final programme shall be required once a tender is formally awarded)

**Commencement Date** (Guide: 2 weeks from tender close date)

**Within 14 days from receipt of Purchase order.**

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

**..... Weeks from receipt of Purchase order.**

**TO BE SUBMITTED WITH THIS TENDER**

The Tenderer shall submit with this Tender:

- 1 Initial programme (Bar Chart/Gantt Chart - the Contractor is in no way obligated to these dates)
- 2 Project Milestones

**OTHER IMPORTANT NOTES**

- **'Defects Liability Period'** shall be that period in force where Foskor is eligible to call upon the Contractor/Consultant to rectify, at no cost to Foskor (Pty) Ltd, any defects of workmanship, quality or practice; and shall remain in force **in parallel with the Retention Period** and any other duration agreed to.
- The Tenderer shall list and motivate any deviations in terms of Project Program and/or time allowed, and this is subject to approval by the Foskor (Pty) Ltd Engineer.
- It would be expected, in the event of critical work and/or work behind programme/schedule, should such be attributable to the Contractor, to make up for lost schedule and complete the work promptly and effectively in compliance to the programme.
- The Tenderer shall within **7 (seven)** days of contract award submit a final detailed work programme and methodology. (This would be verified/approved by Foskor (Pty) Ltd).
- The Tenderer is welcome to propose alternative work methodology or approach, that may be of mutual benefit to the parties. This would be submitted in the form of an 'Alternative' and clearly marked.
- The Tenderer shall submit a Work Breakdown Structure (WBS) and compile a fabrication-delivery programme.
- Where 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 not less than 6 months (or as otherwise agreed) after project completion. Therefore, inaccuracy of designs, for such duration, is rectified at no cost to Foskor.

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

Unless otherwise agreed, Project Completion (handover), shall be deemed to be from date of Foskor issuing a Project Complete/Handover Certificate to the Contractor - to be received within seven (7) days from date of receipt by Foskor of the complete Data Pack in its acceptably certifiable form (refer Section C of this document, **Quality Control**). Once the project has reached completion as defined by this scope, the Tenderer may request from Foskor a Project Complete/Handover Certificate, which receipt shall define and signify the commencement of the 'Retention Period'.

**B.2.2 Initial Program to be Submitted**

The initiation and final project completion dates, may 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 project execution plan.

**ATTACH GANTT CHART AND/OR BAR CHART TO THIS PAGE**



## **Section C: SCOPE OF WORKS**

### **C.1 Background, Present Situation and Proposed Solution**

Granulation production consumes ammonia as one of its raw materials. This ammonia is presently delivered to Foskor via rail tankers. These rail tankers are offloaded at the rail yard by Foskor plant personnel. There are two offloading stations in the rail siding yard.

Ammonia is offloaded using a 2" pipe, ±2 meter long that is made from flexible hose encased with stainless steel wire-mesh. Handling and coupling the pipe to the tanker offloading point requires standing on top of the tanker, which can be a fall/trip hazard as there are presently no surrounding handrailing or safe-guarding.

Considering the safety of personnel working in the area and the safe handling practices for ammonia – which is a hazardous substance, it was recommended to improve the offloading stations and add safety measures for operators working at heights, offloading ammonia. Therefore, this upgrade of the existing facility must incorporate the highest safety standards for ammonia offloading. This should include a solid-pipe for offloading - rather than flexible pipes and shall enable ease of operation through a swivel offloading arm and controls.

Unloading of delivery tankers is usually done by coupling them onto offloading arms. During offloading, both the liquid supply and vapour return lines must be connected to the delivery tanker. The ammonia vapors are transferred during offloading through a compressor and the new pipes must prevent emissions to the atmosphere. The compressor activates the offloading of ammonia (using ammonia vapor) into the storage reservoirs. After offloading the liquid ammonia, the tankers and line system must be purged through the system, and the supplied equipment must ensure (leakproof) safe disconnection/decoupling.

### **C.2 Scope of Work – Detail**

The upgrade of the existing facility shall ensure higher safety standards for ammonia offloading, by inclusion of solid-pipe offloading arms - and personnel safety cage fitted to a specifically designed access-platform; complete with swivel down stair-sets to reach the top of the tanker where offloading arms are coupled/decoupled.

Install two new swivel-&-spring balanced offloading arms in replacement of the existing facilities. The new facility shall enable ease of operation for an operator to clasp and maneuver the arm into position where it gets coupled to the tanker outlet. To be of high standard material comprising of solid, corrosion-proof rigid pipe and balancing spring-sets complete with swivel joints and handing control points.

The new offloading arms shall have specially designed break-away couplings that shut-off in event of accidental tanker roll-away. The ends of offloading arms should be equipped with dry break couplings. The isolation valves must be closed automatically when these couplings are disconnected or when the unloading arms become strained or too far out of position.

The installation shall allow operators to easily gain access to tanker tops and include specially designed platforms and swing-down stairways in order to improve the safety and operability of the offloading stations. The swing-down access stairway for each offloading station shall be of strong sturdy construction and sufficiently height-adjustable to provide safe and easy access to the top of the rail tanker; while also allowing safe, clash-free passage of the ammonia tanker on the rail line.

The drop-down stairs shall comprise of personnel safety cages/hand-rails fitted to these. This may include a Foskor approved design to adequately ensure that operators on the rail tanker top shall be safeguarded with sturdy guard-rails.

Any new control boxes shall be of strong durable construction and protection rate (preferably IP65) to protect instruments & equipment from splashes, rain and general adverse weather conditions.

The contractor shall clearly specify and separately quote for fabrication, supply, transport/delivery, installation & commissioning; as well as training of personnel to operate the upgraded offloading-arm system.

All civil works and foundations for structures to be provided/cast by Foskor. However, the Contractor is to provide details for civil support foundations to support the structures he supplies.

### Design and Technical Specifications

The Offloading Arms shall incorporate design technical data for Anhydrous Ammonia UN 1005 (gas and liquid state)

	Description	Design temperature
Operating pressure (Offloading Station)	±1800 kPa(g)	-12°C - +50°C
Design Pressure	3200 kPa(g)	-12°C - +50°C
Test Pressure	4350 kPa(g) ½ hour hydrostatic test at 1.5 x design pressure. Leak test: - ½ hour air leak test at 0.5 barG	-12°C - +50°C
Material of Construction	316 L (pipes & flanges) Carbon steel (structures) Inlet (storage side): - 3" ANSI 300# RF Flange Outlet (tanker side): - 2" NPT male nipple a. 1 x 3"/2" Top Loading Arm & Accessories – Liquid handling b. 1 x 3"/2" Top Loading Arm & Accessories – Vapour handling	
Design Code	ANSI B31.3 Chemical and Petroleum Refinery Piping. SANS 347 (Alternatively, European Pressure Equipment Directive 2014/68/EU)	

### Technical Standards and Quality.

- All drawings should be supplied on an AutoCad (or DXF) format plus physical hard copies and shall include general layouts, structural drawings & the offloading mechanisms..
- Material Grade/certificates: - acc. to EN 10204 / 3.1B for all wetted parts.
- Design Code – ANSI B31.3 Chemical and Petroleum Refinery Piping.
- Weld Code: All pipe & construction welds should be according to API 1104; or Welding Quality Standards - ISO 3834 – tested by an authorized inspection body.  
NB: In case of code contradiction, the more stringent shall apply.
- Earthing straps should be secured, and earthing should be tested upon installation according to SANS 10313
- All structures should be wrapped with Denzo Tape type: Denzo FEU
- All stair cases, platform and cat ladders should be constructed according to Foskor PTY Ltd standard (no pipe handrails)
- Fixing bracket at swivel joint - FIT-for-PURPOSE and load - max. capacity & pressure.
- Compression spring balance cylinder balancing of up / down movement when full of product

<ul style="list-style-type: none"> <li>• Components &amp; Accessories:                             <ul style="list-style-type: none"> <li>a. 2" isolating ball valve ;</li> <li>b. ½" vent connection valve and line ;</li> <li>c. 2" Break-away coupling (KLAW).</li> <li>d. Split flange design heavy duty swivel joints, hardened ball raceways.</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• The supplied arms are to be capable to offload Transnet OXNLJ rail car or equivalent type.</li> </ul>
<ul style="list-style-type: none"> <li>• Other Safety – Occupational Health and Safety Act 85 of 1993.</li> </ul>

### C.3. Key Outputs / Deliverables

Upgrade the existing offloading facility with solid, swivel & spring-balanced offloading arm, install new piping/equipment/instruments and any interface controls.

Installation of personnel safety cage fitted to access-platform; and inclusion of swing-down stair-sets for each offloading station, to make accessing the top of the delivery tanker safe and easy.

Fabrication, supply, transport/delivery, installation.

Hand-over or Training of personnel to operate the offloading-arm system & commissioning.

Other key deliverables may include (but not limited to):

- Project Milestones and delivery date.
- Price Lump sum at fixed cost.
- Company Profile
- Reference Letters or similar contracts undertaken.
- ISO 9001 Accreditation, if applicable.

### C.4. Legislation and Codes of Practice

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

Number	Title / Description	Revision
Act 85 of 1993	Occupational Health and Safety (OHS Act) & REGULATIONS FOR HAZARDOUS CHEMICAL AGENTS, 2021	Latest
SANS 347	SANS 347 - Alternatively, European Pressure Equipment Directive 2014/68/EU	Latest

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.5. Foskor Specifications

Work listed in this Scope shall be completed in accordance with the specifications listed below.

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 to be executed is full and complete as provided for in the Tender, and meets the requirements of all fabrication & execution standards.

Number	Title/Description	Version	Applicable
COP6	Control Of Construction Work	Latest	Yes
FM001	General Mechanical Specification	Latest	Yes
ASME V	NDT Procedures	Latest	Yes
GQ1	Quality Control procedure for Contractors	Latest	Yes
MC004	Corrosion Protection Painting Specification	Latest	Yes
SS-000000-Q-001	General quality requirements	Latest	Yes

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 advised to study the specifications referred to before pricing.

The Contractor is referred to the Specification for full descriptions of materials and methods referred to in these documents, insofar as they apply.

No claim 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 align 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.

A detailed Project Schedule shall be compiled taking not of the contractors delivery timelines and signed off between Foskor and the contractor as a final execution plan according to Foskor PTY Ltd schedule.

## C.6 Plant Data

All work listed in the document will be executed for and at FOSKOR (PTY) LTD, RICHARDS BAY PLANT.

### C.6.1 Site Access & Conditions

It is imperative for the successful Tenderer to liaise with the Foskor designated team leader to ensure your correct awareness of safety prior site access.

Full acid resistant PPE (personal protective equipment/clothing) + respirator in pouch, must be available at all times of accessing site.

Contractor vehicles to display flashing orange hazard/warning' light. Be cautious of Vehicle and working machinery in the area.

This site has hazardous chemicals such as phosphoric acid, sulphuric acid and ammonia. Be cautious of all liquid spills and never assume these to be water or a harmless liquid.

It shall be deemed that the prevailing conditions have been considered when tendering, therefore, any extras arising from failure to cognize all site conditions may not be admitted.

### C.6.2 Services which are known to exist on the site

The following services exist on the site:

- Water and air pipes.

- Phosphoric acid and Sulfuric acid pipes and Ammonia pipelines
- Electrical cables and racking
- Steam pipelines
- Condensate pipelines
- Sewer line pipelines
- Data/Instrumentation conduits/cables

### C.7. Foskor Supplied Services

Foskor (Pty) Ltd shall be responsible for:		Applicable :
1	Supply a copy of the relevant Foskor Procedure Specification(s).	refer C.2 C.5
2	Supply a copy of reference drawings if required.	-
4	Provide access to electricity connection points <ul style="list-style-type: none"> <li>▪ Any connection and consumption will be monitored by Tenderer and verified by Foskor on defined intervals (usually at the beginning and end of contract)</li> </ul>	YES
5	Provide access to potable water <ul style="list-style-type: none"> <li>▪ Connection and consumption would need to be monitored by Successful Tenderer (Contractor) and verified by Foskor on intervals (usually at the beginning and end of contract) defined by Foskor</li> </ul>	YES
6	Provide a suitable area for site establishment for Successful Tenderer (Contractor). <ul style="list-style-type: none"> <li>▪ Successful Tenderer to formally in writing motivates, request and define the area and services it deems necessary for site establishment.</li> <li>▪ 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</li> </ul>	ON REQUEST
7	Provide access to ablutions facilities. (Not change rooms) <ul style="list-style-type: none"> <li>▪ Successful Tenderer (Contractor)'s workers to be fully dressed in required PPE when coming on site.</li> <li>▪ The successful Tenderer to ensure that its workers/subcontractors/ supplier that are making use of facilities, do so in an orderly and well-mannered way.</li> <li>▪ Successful Tenderer is not allowed to make use of Foskor's change room or tearoom facilities unless agreed to in writing.</li> <li>▪ The successful Tenderer might be called on to assist with the maintenance and cleaning of ablutions, should Foskor at its discretion be of the opinion that it be necessary. Cost associated with such cannot be claimed from Foskor (Pty) Ltd.</li> </ul>	YES
8	Assist in issuing of work clearances and HIRA certificates.	YES
9.	Scaffolding and cranes for project execution - supplied by Foskor	YES

#### C.7.1 Certification by Recognized Bodies

Only Tenderers registered with the relevant Board will be accepted and permitted to do work under this contract.

### **C.7.2 Invoicing and Payment**

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

### **C.7.3 Progress of Works**

The Contractor shall take all reasonable steps to ensure to expedite progress so as to complete the Works by the due completion date/project plan.

### **C.7.4 Penalty**

If the Contractor, by the Due Completion Date, fails to complete the Works to the extent which entitles him to receive a Certificate of Practical Completion, the Contractor shall be liable to Foskor (Pty) Ltd for an amount of **0.05% - of the amount the Certificate of Practical Completion refers to - 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 other obligations and liabilities under the Contract.

### **C.7.5. Extension of Time for Completion**

The whole works are to be completed within the time agreed upon.

Request for any extension of time, for the completion of the works or portion thereof, should immediately be addressed to the Foskor Engineer (or Project Manager), detailing cause and, or effect duly submitted.

### **C.7.6. Cancellation of the Contract by Foskor (Pty) Ltd**

The contract may be cancelled if:

- (a) The estate of the Contractor shall be sequestered (provisionally or finally), or
- (b) The Contractor shall publish a notice of surrender of his estate as insolvent, or
- (c) The Contractor, being a company or a close corporation, shall go into liquidation (provisionally or finally), or
- (d) The Contractor shall assign the Contract without the consent in writing of Foskor (Pty) Ltd, or
- (e) The Contractor shall enter into a compromise with the general body of his creditors, or
- (f) The Contractor shall have an execution levied on his goods,
- (g) The Contractor has abandoned or repudiated the Contract, or
- (h) Has, without reasonable excuse, failed to commence the Works in terms of the time allowed and agreed to, or
- (i) Has suspended the progress of the Works without due cause, or
- (j) has failed to proceed with the Works with due diligence, or
- (k) is not executing the Works in accordance with the Contract, or
- (l) has, without the approval of the Foskor Project Engineer (or Project Manager), subcontracted any part of the Contract, or
- (m) 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 Project Representative, referring specifically to the default concerned and to this Clause, failed to remedy the default,

### C.7.8 Urgent remedial work

All design changes or remedial action must be communicated to the Foskor Engineer (or Project Manager). Approval of such must be sought and received 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 due care, accuracy, and speed, so as not to impose undue extension of time and /or cost.

If any work as done by Foskor is work which the Contractor was liable to do at his own expense under the Contract, all costs incurred by Foskor in so doing shall be for the Contractor account.

## C.8 Foskor Safety Documents & Environmental and Management

All PPE should comply with Foskor standards (available at Safety Department)

### C.8.1 SHREQ Requirements & Site Access

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

- Compliance to and signing of Section 37(2) Agreement in terms of the OHS Act at the Foskor (Pty) Ltd Safety Department.
- Compliance with COP6 (Contractor Management).
- Compliance with Legislation requirements which includes the OHS Act, NEMA (National Environment Management Act) and other relevant legislation.
- A baseline risk assessment of the work area.
- Note 1: *Copy of requirements available from Foskor SHREQ Department.*
- Note 2: *The working/location area is a live rail track – reflective safety vests & other safety precautions - available from Foskor SHREQ Department – to be strictly observed.*
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### 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.

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

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

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

## 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.10. Working on Site - Health and Safety**

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

- a. The Contractor on entering site, must always wear Foskor minimum required personnel protective equipment (PPE) 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.
- b. The Contractor must take all necessary safety precautions when working on site.
- c. A complete safety file is to be submitted to Foskor (Pty) Ltd Safety Department before any work commences on site.
- d. The Contactor's vehicle when entering the Plant must always have rotating orange lights on.

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

Once awarded a contract and securing site access, a Contractor shall, be deemed to be the mandatory as envisaged by Section 37 (2) of the Occupational Health & Safety Act. (Act 85 of 1993).

### **C.11. 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.12. Quality Management**

The successful Tenderer is to adhere to a Quality Management System and specifications incorporated in the relevant fabrication engineering and construction code as specified.

#### **C.12.1 Quality Control:**

- i. Where applicable, a detailed QCP (Quality Control Plan) shall be submitted within 14 days of contract award.
- ii. The Contractor shall show proof of 'highest quality' work by providing and maintaining a Quality Manufacturing Data-pack (QMD), which may contain material certificates, AIA (Approved Inspection Authority) certifications, weld methods/procedures and certificates, welder certifications, weld-rod batch no.s or product codes, design clearances or compliances, concessions granted, design drawings ; "As-Built" drawings, design deviations/notes/drawings and quality manufacturing specifications.