

Tender No: FTP /23/MN

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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 Phosphoric Acid loading 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	Buyer: Tenders and Contracts
For the attention of	Mphumeleli Ngqulunga
Telephone	035 902 3115
Fax	035 797 3941
Cell no	+2761 469 5928
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, clearly marked as follows:

TENDER			
Tender No.	FTP	/23/mn	The Manager Procurement FOSKOR LIMITED 21 John Ross Parkway Richards Bay
Contract Title:	Phosphoric Acid loading Station		
Closing Date & Time:	at 12h00 noon		

- 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.

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- 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

Meeting Venue

From: n/a To: n/a

Please sign in at Main Security Entrance

Please wear the following protective clothing:

Overalls (Acid Proof),
Hard Hat
Safety Shoes
Safety Glasses
Hearing protection
Gloves
Gas respirator

Yes

Yes

Yes

Yes

Yes

Yes

Yes

IMPORTANT

- Please note that a Safety Induction is **MANDATORY** and all Tenderers to allow for at least **30 minutes** before the Site Meeting 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.

- 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 →		Currency if subject to exchange rate	Rate of exch	ZAR
1.0	SUB TOTALS:			
1.01	Phosphoric Loading arms c/w Standposts x2 (Include design drawings)			
1.02	Specialized Platform & Structures x2 (Include design drawings)			
1.03	Swing-down stair set c/w operator safety cage (Include design drawings)			
1.04	Supply/Transport/Delivery			
1.05	Installation			
1.06	Testing, Hand-over & Commissioning			
	Sub Totals Sum (Excluding VAT)			
	Add: VAT	15%		
1.08	Grand-Total Tender Sum (Incl. VAT)			
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 in 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 aton.....

Company Stamp

Signature

B.2 Initial Project Program of Works, Work Methodology and Defects Liability

(This is a workable schedule, and the Contractor is in no way obligated to these dates. An obligatory final programme shall be required once the 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)
- 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

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B.3 Schedule of Key Personnel on the Project

The Tenderer shall (where applicable):

Submit a project organogram showing the relationships and authority of key personnel/companies which may offer subcontracted service of work. As example:

Key Personnel	Name	Employed, Sub-Contractor or Temp?	Years Related Experience
Project Manager/Owner			
Quality Manager			
Mechanical Engineer			
Construction Supervisor			

B.4 Schedule of Similar Contract 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).

[illegible]

Section C: SCOPE OF WORKS

C.1 Background, Present Situation and Proposed Solution

Foskor presently loads phosphoric acid into road-tankers at the two loading stations next to the E-Tanks. Operators use a free-hanging pipe to load phosphoric acid into road tankers. This pipe is manually lifted & moved into position and the pipe is open-ended with no shutoff valves. Positioning and fixing the pipe into position is tedious and dangerous to move/handle whilst on top of a mobile tanker surface.

The present access platform was constructed +15 years ago as a temporary structure and is corroded through, making it structurally unsound and the walkway unsafe for personnel access. The platform size is small, does not accommodate more than one person at a time, and does not protect operators from rain, wind and falling sulfur dust from the sulfur conveyor overhead. It is also of a fixed height and at times may be too high above the top of the truck, creating a danger of fall/trip. The present conditions are considered operationally cumbersome and unsafe.

With this upgrade it is planned to ensure that a suitable overhead shelter is installed complete with structural access platforms that provide functionally acceptable and safe access to the tops of road tankers. This upgrade shall ensure that easily operable loading arm systems are installed, that provide for functionally acceptable and safe loading of phosphoric acid.

C.2 Scope of Work – Detail

Install two new swivel-&-spring balanced loading arms in replacement of the existing flex-hoses. The new facility shall enable ease for an operator to clasp and maneuver the piping-arm into position where it discharges and fills the tanker while remaining in the fixed position. It is to be of high-grade stainless-steel material comprising of solid, corrosion-proof jointing and balancing spring-sets complete with swivel & handing control points.

The structures and swivel-down stairs shall allow operators to easily gain access to tanker tops by specially designed platforms and drop-down stair-ways that improve the safety, access and operability of the loading arms. The swing-down stair-sets for each loading station shall be of strong sturdy construction and sufficiently height-adjustable to provide safe and easy access to the top of all heights for mobile road-tankers; and be able to retract/swing away allowing sufficient clearance for a road-truck to pass.

The new structures & swing-down stairs shall comprise of fitted safety cages/guard-rails. The access structure shall ensure that operators alighting the rail tanker top shall be safeguarded with sufficiently sturdy guard-rails.

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

All necessary interconnected pipe-feeds, instrumentation & electrical works to make the facility functional and fit-for-purpose must be included and identifiably quoted.

All necessary structural works of the platform according to a design as provided.

Training of personnel to effectively operate/maintain a loading-arm system.

The Supplier/Tenderer shall provide supporting civil designs of foundations to support the platforms/structures.

All civil works and foundation-works for structures to be provided by Foskor.

Design and Technical Specifications

The loading arms shall incorporate the following design and technical data for phosphoric acid loading.

Description	Units	Design temperature
Operating pressure (Loading Station)	±500 kPa(g)	10°C - +70°C
Max Design Pressure	1000 kPa(g)	10°C - +70°C
Design Code	ANSI B31.3 Chemical and Petroleum Refinery Piping. SANS 347 (Alternatively, European Pressure Equipment Directive 2014/68/EU)	

Other Technical Standards and Quality.

- Arms to have compression spring-balance cylinder balancing of up / down movement when full of product.
- Material Grade/certificates/Design Code – ANSI B31.3 Chemical and Petroleum Refinery Piping. - acc. EN 10204 / 3.1B for all wetted parts.
- Material of construction: Pipes, flanges, Elbows - Stainless steel 316L – PTFE Lined ; Structures - Carbon steel
- Weld Code: All pipe & construction welds should be according to Welding Quality Standards - ISO 3834 – & tested by an authorized inspection body.
NB: In case of code contradiction, the more stringent, applicable to phosphoric acid shall apply.
- Earthing straps should be secured, and earthing should be tested upon installation
- 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.
- Heavy duty flanged swivel-joint design, deep flame hardened bearing raceways and stainless-steel seal faces.
- Electronic overfill prevention device with protection sheath, wiring, conduiting.
- Final drawings should be supplied on AutoCad (or DXF) format plus 2 physical hard copies and shall include general layouts, structural drawings & detail of loading mechanisms..

C.3. Key Outputs / Deliverables

Some key outputs are to upgrade the existing facility with solid, swivel & spring-balanced loading arm complete with support posts, install new piping/equipment/instruments and any interface controls to integrate the new systems into the existing, while making the system fit-for-purpose and functionality.

Installation of swing-down stair-sets for each loading station, complete with personnel safety cage fitted to access-stairways.

Hand-over and Training of personnel to operate the loading-arm system.

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, Standards 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)	Latest
ISO 9000	Quality specification	Latest
ISO 3834	Welding Quality Standards	Latest
SANS 10313	Earthing straps to be secured, and earthing should be tested upon installation	Latest
ANSI B31.3	Design Code – Chemical and Petroleum Refinery	Latest
EN 10204 / 3.1B	Piping; for all wetted parts.	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

All work listed in this scope of work 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 specified in 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 note of the contractors timelines and as agreed between FOSKOR and the contractor as a final execution plan.

C.6 Plant Data

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

C.7. Drawings and/or Manuals Received

The drawings, data and/or manuals as provided in this document, remain the property of FOSKOR (Pty) Ltd and shall be returned to FOSKOR (Pty) Ltd on request/completion of the work.

All work listed in this Scope of Work shall be completed in accordance with the latest copies of drawings/specifications, schedules as referred to in this document. It is the responsibility of the Tenderer to ensure it complies hereto, for the execution of this project.

On completion of the project the Contractor shall certify documentation and drawings for correctness and conformance to "as built", specifying which/any regulatory acts and standards these conform to.

C.7.1 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.7.2 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.8. Foskor Supplied Services

Foskor (Pty) Ltd shall be responsible for:		Applicable
1	Provide access to electricity connection points <ul style="list-style-type: none"> ▪ 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
2	Provide access to potable water <ul style="list-style-type: none"> ▪ 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
3	Provide a suitable area for site establishment for Successful Tenderer (Contractor). <ul style="list-style-type: none"> ▪ 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
4	Provide access to ablutions facilities. (Not change rooms) <ul style="list-style-type: none"> ▪ Successful Tenderer (Contractor)'s workers to be fully dressed in required PPE when coming on site. ▪ 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. ▪ 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 be of the opinion that it be necessary. Cost associated with such cannot be claimed from Foskor (Pty) Ltd. 	YES
5	Assist in issuing of work clearances and HIRA certificates.	YES
6	Scaffolding and cranes for project execution - supplied by Foskor	YES

C.9. Certification by Recognized Bodies

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

C.10 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.10.1. 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.10.2 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.10.3 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.11. Cancellation of the Contract by Foskor (Pty) Ltd

The contract may be cancelled if:

- (a) The estate of the Contractor shall be sequestrated (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

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- (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.12 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.13 Foskor Safety Documents & Environmental and Management

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

C.13.1 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.*

C.13.2 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.13.3 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.13.4. 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 Contractor'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.14. 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.15. 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.15.1 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.

