

Tender no:

MANAGEMENT AND SUPPLY PERSONAL PROTECTIVE EQUIPMENT FOR FOSKOR RICHARDS BAY

Tender no:

Cost Code:

Revision¹: 0.1 see legend at bottom of page

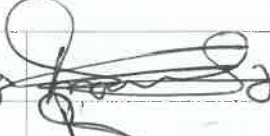

Revised date:

NAME	TITLE	Empl. no	SIGNATURE	DATE
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COMPILED – RECOMMENDATION

Mbali Ngwenya	Safety Superintendent	504491		05/11/2024
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APPROVAL TO PROCEED

Charles Mavuso	SHREQ Manager	504688		05/11/2024
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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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1. Background

Occupational Health and Safety Act (OHSACT) requires that employers protect employees from workplace hazards that can cause injury or illness. Controlling a hazard at its source is the best way to protect workers. However, when engineering, work practice and administrative controls are not feasible or do not provide sufficient protection, employers must provide personal protective equipment (PPE) to employees and ensure its use.

PPE is equipment worn to minimize exposure to a variety of hazards. Examples include items such as gloves, foot and eye protection, protective hearing protection (earplugs, muffs), hard hats and respirators.

Foskop Acid Division requires to have an establishment to store PPE inside for all employee's provision of PPE. The management function of this PPE facility will be outsourced to an external service provider who will be awarded the PPE Contract. The purpose

of this scope is to request quotes from accredited service providers in the industry for the management of the Acid Division Personal Protective Equipment / Clothing store for a period of three (3) years only.

2. Purpose of the scope

Service providers who **specialize in the provision and management of the permanently Acid-resistant fabric 98% Sulphuric Acid Fabric: "80% polyester and 20% viscose meeting the DIN 32763 requirements Personal Protective Equipment facilities for Acid Division (PPE)** are requested to submit quotes for the management of Foskop Acid Division PPE Store for a period of three (3) years as per this detailed scope. The objective of this tender is to secure a service provider who will manage the supply of Personal Protective Equipment (PPE) on a Supplier Held Stock basis. Foskop has a total of 683 employees.

CONTRACT PERIOD

The expected contract period will be for three (3) years.

3. SCOPE DESCRIPTION

1. The supplier must have premises that they operate within the City of Mhlathuze to service this agreement.
2. Sufficient stock as per the Foskop stock list and specification to be available at all times. Foskop will do spot checks to ensure availability at all times. No part deliveries / stock-outs will be accepted at any time by Foskop and Foskop reserve the right to procure those "unavailable items" from any other supplier when deemed necessary, in the event contracted items are procured from other suppliers due to contracted supplier having stock outs, Foskop will claim the difference in pricing should it cost more from the other suppliers.
3. Only one invoice per month must be submitted to Foskop Finance department. This invoice should contain the detail of all the orders as supplementary support to the invoice, grouped to Foskop account codes.
4. Deliveries should be packed separately as per the orders.
5. Material certificates and product datasheets of all items listed must be supplied on acceptance of the tender and approved by the PPE Committee to be supplied with each order delivered to Foskop.
6. All overalls supplied to Foskop shall be Acid resistant (98% Sulphuric Acid) fabric complies with DIN 32763, 80%Polyester 20% Viscose Rayon Acid repellent. The jackets and pants shall entail an embroidered Foskop Logo + year of issue with reflective tapes on jacket sleeves and trouser.
7. The bidders must be an official distributor or manufacturer of personal protective clothing and proof must be provided in this regard.
8. Proof that the manufacturer and the fabricator is SABS/SANS accredited and both the certificates must be submitted with the tender documents.
9. Prices should include VAT and delivery cost.
10. Prices must remain fixed for a period of one (1) year.

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11. Delivery must be within 48 hours or as agreed with the client after placement of an order, at the Foskor Acid Division store.
12. All items must be SABS/SANS approved.
13. Foskor may, from time to time, test the quality of the overalls and non-compliance may result in the termination of the contract (refer to the General Conditions of Contract).
14. If the successful (preferred) bidder does not deliver the goods within the delivery period as indicated, the bidder must inform Foskor in writing of delays in delivery.
15. Should the bidder fail to inform Foskor Acid Division and the goods are not delivered within the delivery period, the order will be cancelled, and Foskor will automatically source the goods from the alternative bidder.
16. The supplier shall have the capacity to provide Foskor with advice and training on site as and when requested.
17. The Supplier must provide product training as and when required by the SHREQ department and end users at no costs to Foskor.
18. The product list is not exhaustive and there may be items added to it when required.
19. The Supplier must complete the Supplier Qualification Form whether being a new supplier or existing supplier.
20. Foskor reserves the right to split and award the tender to more than one party should it deem necessary.
21. The supplier to provide written instructions on care of items that is to be supplied.
22. Preference will be given to supplier who have their own manufacturing facilities if any that must be indicated in the tender.
23. The supplier official representative with necessary management decision making must be able to attend PPE committee meetings as and when invited.
24. Foskor Site access documentation to be renewed in time to always ensure availability.
25. Foskor PPE Committee will approve all changes in stocks during the term of this agreement, should the supplier supply items not approved a non-conformance will be issued against the supplier and all non-approved items supplied will be for the costs of the supplier and not Foskor.
26. The supplier is to supply Foskor's approved contractors with the Foskor approved PPE only.
27. Random testing will be conducted in the presence of the Foskor PPE committee.

28. Samples:

- (a) Samples must be delivered not later than 10 days to Foskor Acid Division Procurement Offices, (Samples that are placed in the tender box will not be considered). Samples can be requested after closure of tender. If not received by the requested time, the bid will be non-compliance.
- (b) Each sample must be clearly marked with the name and details of the bidder. Bids not accompanied by properly marked samples will not be considered.
- (c) On completion of the evaluation process samples will be returned. It is however the bids responsibility to arrange for the collection of the samples.
- (d) Surcharges, if any, should be reflected per item on our sizes.
- (e) Each sample should be cross referenced with the specifications as listed in this scope.
- (f) All pre-bidding testing will be for the account of the bidder.
- (g) All acid repellent clothing supplied to Foskor will be acid tested by accredited facility in accordance with the applicable standard. The Supplier provides the test garment on his/her expense. The garment and stitching of the material supplied must withstand 98.2% Sulphuric acid for duration of not less than 10 minutes.

4. CONTRACT STAFFING

The proposed methodology is to:

- 4.1 Operate the PPE store supervised by competent people in receiving orders, issuing ordered PPE on daily basis.
- 4.2 The operation will be done on a 9-hour period 5 days per week from Monday to Friday.
- 4.3 The Service provider must cater for the following:
 - o One Appointed Supervisor who will be responsible for day to day running of the store onsite.
 - o Any other required personnel as per the Service Provider requirements.
 - o In an event of an emergency and or business need, the bidder must be able to deliver on weekends when required.
 - o Staff to be available for after hours and weekend "call outs" – Response time required is within 4 hours after the call from standby procurement person.
- The service provider should make provision for:
 - Relief team to cater for the following Health and Safety requirements and Labour law:
 - Medicals and Inductions Annually
 - Contractor Inductions
 - She rep and First aid training
 - Policies internal and external
 - Risk assessments on project awareness.
 - Emergency preparedness trainings including Drills.
 - Firefighting training
 - LDV licensing

5. CONSTRAINTS

- There would be no Foskor personnel that would be provided to supervise the day to day working. However, from time-to-time, Foskor will evaluate delivery of the terms of this scope.
- Supplier will liaise with Foskor receiving stores for capturing of the delivered stock.

- The tender is limited to Three (3) years; however, extension /cancellation of the contract will be at Foskor's discretion based on service provider performance.

6. ASSUMPTIONS

- Tender leader will provide support and attention to ensure the proper completion of the tender.
- The supplier's human resources will be adequate to staff the tender.
- The tenderer has sufficient financial resources and equipment to see through the term of the tender.
- The tenderer has competent and reliable personnel to deliver the terms of the tender.
- The tenderer has read and understand the scope work document.
- The tenderer has the most expertise on Personal Protective Equipment.
- The supplier will have to deliver on order placed with an assumption that the contents of the order are correct.
- The supplier has measures in place to prevent labour issue impact on supply of Personal Protective Equipment to Foskor.

7. EXTERNAL DEPENDENCIES

- The tender must be able to keep minimum inventory to mitigate any shock in the supply chain.
- A supplier must have a working relationship with manufacturers to safeguard Foskor's requirements and needs.

Confidentiality:

The bidder shall not disclose any such information or specification, whether explicit or implied, to any third party without the express written permission of a duly authorized representative of Foskor.

Any bidder electing not to respond to this request for the Tender (RFT) shall ensure that the original correspondence and /or electronic media are returned to Foskor.

Notwithstanding above Foskor's standard confidentiality agreement shall be enforced for the duration of the agreement.

8. ROLES AND RESPONSIBILITIES

Supplier shall be responsible for:

- i. The supply and manage issuing PPE to Foskor as per the Foskor requirements and specifications.

- ii. Supplying Foskor within three days monthly report and any other relevant reports that Foskor shall request.
- iii. Have a designated contact person who shall be available to Foskor 24/7
- iv. The supplier shall have the capacity to provide Foskor with advice and training on site as and when requested.

Upon approval of the tender the bidder shall indicate by signature that he/she agrees that he/she has:

- Received inquiry documents.
- Familiarized himself/herself with site conditions and Foskor's standard requirements, codes, and specifications.
- Been given the opportunity to discuss and clarify with the company on matters arising from his/her visit to the site together with any matters of doubt.
- Was given the opportunity to assess the approximate scope and establish the cost accurately.

10.2. **Foskor** shall be responsible for:

- i. Supply a copy of the Foskor Procedure Specifications on request once tender is awarded.

9. TENDER ACCEPTANCE CRITERIA

This section is intended to indicate, as definitely as practicable, the minimum requirements that this tender must meet to be acceptable. This section must be read together with Section 5, 6 and 10. The tender will be accepted if:

- Demonstration that the stipulated turnaround times shall be met.
- On demonstration that the tendering supplier can deliver on the outlined work required
- On demonstration that the tendering supplier has its own resources to deliver, manage and issue the scope of work
- On demonstration that the supplier has the necessary skilled personnel to deliver the scope of work

10. PLANT LOCATION

All work related to the tender will happen at

FOSKOR – RICHARDS BAY DIVISION,
21 JOHN ROSS PARKWAY,

RICHARDS BAY,
3900
SOUTH AFRICA

11. FOSKOR SPECIFICATIONS

Codes and Specifications

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

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

Number	Title / Description	Revision
	COP 6 Contractor Management	latest

It is the responsibility of the Bidder to be in possession of the latest standards and codes as listed above in the execution of this tender.

12. TECHNICAL DATA

The tender must supply Foskop with material specifications as well as instructions for care, storage and use in writing.

13. WORK METHODOLOGY

- The Contractor shall submit a detailed work methodology as a part of the tender.
- The methodology shall contain sufficient detail to assure Foskop that the supplier has a detailed understanding of the work and has the staff and resources to support the tender.
- A final work methodology shall be verified and approved by Foskop on contract award.
- Failure to submit this methodology at the time of tender will result in the disqualification of the tender.

14. WORK BREAKDOWN STRUCTURE (WBS)

- The Tenderer will be responsible for providing a detailed plan or equivalent to be submitted as a part of the tender.

- The Tenderer is to note that they are not to sub-contract any work related to the tender, and Foskor will not enter into contractual obligation with the third company in relation to this tender.
- Foskor's contractual obligation is limited to the Tenderer and the Tenderer is answerable to Foskor.

15. QUALITY MANAGEMENT

The supplier must adhere to Foskor's Quality Management System and Specifications incorporated in this Tender Document.

16. Quality Assurance Verification

All acid repellent clothing supplied to Foskor will be acid tested by the SHREQ department on a random basis to ensure that the level of protection has been adhered to. The Supplier to provide the test garment on his/her expense. The garment and stitching of the material supplied must withstand 98.2% sulphuric acid for duration of not less than 10 minutes.

i. QUALITY ASSURANCE

It is a requirement of the contract that the supplier maintains an effective documented system for the control of product quality. Proof of compliance with a recognized quality assurance standard, such as ISO 9001, should be submitted with the supplier's tender.

- 1.1. The supplier's Senior Manager shall be responsible to a senior executive only and not be under the control of any other person in the organisation.
- 1.2. The supplier's Manager shall be regarded as the principal link between the supplier and Foskor in all matters affecting quality.

ii. PLANNING

- The supplier's planning system shall demonstrate both recognition of the quality requirements of the work to be performed and an organized approach for their achievement, by ensuring that quality requirements are defined and satisfied throughout all phases of the tender.
- To provide assurance that the above-mentioned activities are performed under controlled conditions. Instructions defining complete processing and inspection requirements must be documented in the supplier's quality management system. These documents shall be made available to Foskor.

iii. QUALITY CONTROL

1. The supplier shall produce a Quality Control Plan (QCP) that shall include all those activities necessary for the control of quality of work.
2. Overalls will be tested quarterly to ensure that the quality is maintained. Should the overalls, fail to maintain the 10-minute 98.2% sulphuric test, Foskor has the right to procure the overalls from other suppliers.

18. COMPANY PROFILE

Tenderers are to submit an extensive portfolio indicating their experience and expertise with reference to similar type of supply, more especially in the same environment and similar systems.

19. INSURANCES

The contractor shall make available proof of adequate insurance required to do work at Foskor and for its personnel on site.

20. TENDER ACCEPTANCE

Note that Foskor can reject any tender based on technical and commercial evaluation. In the event that Foskor does not revert to you with regard to your tender, kindly accept that your tender was not accepted.

Once the tender is awarded, a penalty clause shall be entered into the service level agreement and the commercial contract.

21. DOCUMENT CONTROL

A certificate of analysis and Safety Data Sheet must be supplied with any material/equipment that Foskor may or shall request at any time.

22. KEY PERSONNEL

The supplier shall submit (as a part of the tender) an organogram identifying key persons for the following functions:

1. Senior Rep /Manager
2. Liaison for order queries

23. PRICING STRUCTURE

- Price per for each commodity line as per the list provided.
- A contract for the duration of 3 years
- Envisaged contract commencement shall be determined by the procurement department processes.

It is important for the bidder to note:

The costs incurred in preparing the tender or incurred in any other manner by the bidder in response to the invitation, would be at the bidder's costs. The bidder shall be willing to sign non-disclosure agreements with Foskor should Foskor deem it necessary.

Any mistakes regarding prices and calculations will be at the bidder's own risks. All responses arising from this tender will become contractually binding in the event of signing a final contract award with the particular bidder.

Should any item require further discussion or explanation the Procurement Department of Foskor Richards Bay may be approached at any time.

24. Site Meeting

Tenderers who fail to attend the site meeting will be disqualified in the tender process. The site meeting will be held at the,

Foskor (Pty) Ltd - Richards Bay Division

21 John Ross Parkway

Richards Bay

3900

25. Legislation, Standards and Codes of Practice

The successful bidder has to conform to all the countries legislation and regulations including those from trade and industry

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 Act – Act 85 of 1993	Latest	Applicable
	ISO 9000 – Quality System Series	Latest	Applicable
	COP 6 – Contractor Control	Latest	Applicable
	All legislation and regulations governing registered business in South Africa	Latest	Applicable

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

26. Insurances

The service provider shall provide evidence of all required insurances (see Commercial Conditions) including COID (Workman's Compensation) cover prior to commencement of site work.

27. Tender Adjudication

Proposals will be adjudicated on a mix of the following criteria (in no particular order):

Price

HDSA / BEE (The scorecard will be used)

Track record and experience.

Work methodology.

Foskor (Pty) Ltd – Richards Bay reserves the right to scrap this tender at it's own discretion.

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

7.3.1 Foskop Supplied Services

Foskop (Pty) Ltd shall be responsible for:		Applicable:
1	Supply a copy of the relevant Foskop 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 <ul style="list-style-type: none"> Any connection and consumption will be monitored by Tenderer and verified by Foskop on defined intervals (usually at the beginning and end of contract) 	N/A
5	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 Foskop on intervals (usually at the beginning and end of contract) defined by Foskop 	YES
6	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. Foskop will at its own discretion (if request is approved) allocate a site establishment area, however Foskop can should it deem necessary retract or re-define its approval by giving reasonable notice to the successful Tenderer 	N/A
7	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 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 Foskop'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 Foskop at its discretion believe it be necessary. Cost associated with such cannot be claimed from Foskop (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
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.	N/A
5	To ensure that all acceptance approvals as per the Quality Control Policy (QCP) are received before work is finally handed over.	N/A

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

Not Applicable.

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

Not Applicable.

C.7.6 Nominated Sub-Tenderers

Not applicable

C.7.7 Invoicing and Payment

Payment will be made by Foskor (Pty) Ltd, after approval by the production engineer of the submitted Payment Certificate to the Tenderer within **30 (thirty)** days from the date of the Tenderers approved invoice.

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

The invoice submitted is to be in a format acceptable to the Foskor (Pty) Ltd's Production 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

Not Applicable.

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

C.7.10.1 Claims Procedure

- i. Not Applicable.

C.7.10.2 Extension of Time for Completion

Not Applicable.

C.7.11 Cancellation of the Contract by Foskop (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 Foskop (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 Foskor (Pty) Ltd Project Representative, subcontracted any part of the Contract, or
- (viii) has failed to provide the Surety ship, Professional Indemnity within the time stipulated and for 14 days after receiving a written notice from the Foskor (Pty) Ltd Project Representative, referring specifically to the default concerned and to this Clause, failed to remedy the default,

Foskor (Pty) Ltd may, by written notice to the Contractor, terminate the Contract and withhold any payments due until further notice.

C.7.12 Urgent remedial work

Not Applicable.

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

C.8.1 SHREQ Requirements

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

- 8-point system to be used to assess the contractor's SHREQ compliance.
- Compliance with COP6 (Contractor Management).
- Compliance and signing of Section 37(2) Agreement in terms of the OHSAct No.85 of 1993 at the Foskor (Pty) Ltd Safety Department.
- Compliance with Legislation requirements which includes the OHSAct, NEMA (National Environment Management Act) and other relevant applicable Legislation.
- A safety plan for the work to be done by the contractor.
- The contractor must appoint a qualified Safety Officer with at least Diploma in Safety Management or SAMTRAC or both either on a full time or part-time basis to conduct the following responsibilities:
- Conducts and submit audits monthly.
- Conduct and submit inspections monthly.
- Compile and submit safety monthly report to Safety Department.
- Perform safety talks and awareness training and submit evidence to Foskor.
- Visibility on Site.
- Conduct inspections on PPE and provide evidence to Foskor.
- Continuously update Safety File.
- A contractor to submit a comprehensive task-based risk assessment that has acknowledged the Foskor baseline risk assessment and method statement
- Register on HSEC online and submit safety through the system.

C.8.2 Environmental Management Specifications

Not Applicable.

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 2014, 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 overall (80% Polyester 20% Viscose Rayon Acid repellent) with Company names either on front of jacket or back with company names either on front of jacket or back and fluorescent reflective strips to be stitched onto sleeves and on the knees.**
- d. The Contractor shall demarcate the relevant work area. The Contractor shall supply and erect an appropriate name board with all relevant information and contact details at the work area.
- e. The job risk assessment shall be carried out at the start of each shift. This risk assessment shall cover all activities planned for the relevant shift. The risk assessment shall be submitted to Foskor (Pty) Ltd at the start of each day shift and each night shift.
- f. The Contractor must take safety precautions when working on site.
- g. The Contractor must remove all their equipment within 48 hours after project completion/closure.
- h. A complete safety file to be submitted to Foskor (Pty) Ltd Safety Department before any work commences.
- i. The Contactor's vehicle when entering the Plant must have rotating orange lights on at all times.
- j. **The Contractor and their employees must undergo a full medical at either Foskor (Pty) Ltd's Clinic or Caredoc Richards Bay or their approved by Foskor (Pty) Ltd. A full lung function test must be done. If a project is longer than twelve months, then a complete medical including lung function tests must be done again and thereafter the lung function test. Medical certificates are valid for one**

year only. For medical costs and bookings please contact Sister 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 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.

C.11.1 Quality Control:

- i. Not Applicable.

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

- 1. Priced Bill of Quantities.
- 2. Traceable records of similar work undertaken and references.
- 3. Proof of ownership or Lease agreement.



TENDER DOCUMENT

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

Annexure 4: Technical Evaluation Criteria (TEV)
