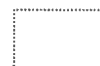


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## Definitions:

For the purpose of this document the following definitions/abbreviations will apply:~

Foskor - - Shall only mean and refer to Foskor (Pty) Ltd.

Tenderer - - Shall mean a business company, organization or person who undertake to conduct such works as described in the Scope of Work section of this document and as submitted by means of return Tender.

Contractor - - Shall mean a business company, organization or person who undertake to conduct such works as described in the Scope of Work section of this document. Unless otherwise specified, the Tenderer and the Contractor will be deemed to be one and the same.

He/His/Himself - - Shall also refer to the opposite gender as well or a company of individuals or combination of persons of different genders as applicable to the Tenderer.



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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 **UPGRADE OF THE PRIMARY AND SECONDARY POLLUTION CONTROL DAMS.**

The tender Instructions are to be found in **Section A.**

The Contract Works Forms of Tender is stipulated in **Section B.**

The detailed Scope of Work and Specifications are to be found in **Section C.**

The Conditions of Contract are stipulated by **Foskor (Pty) Ltd, Procurement Department.**

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

Designation	<b>Buyer: Tenders and Contracts</b>
For the attention of	<b>Mphumeleli Ngqulunga</b>
Telephone	<b>035 902 3115</b>
Fax	<b>035 797 3941</b>
Cell no	
Email	<a href="mailto:PhumeN@foskor.co.za">PhumeN@foskor.co.za</a>

### A.2 Return of Tender Documents

A.2.1 One copy of this document, duly completed and signed by the Tenderer, shall be delivered in a plain sealed envelope, distinctly marked as follows:

<b>TENDER</b>		
Tender No.	<b>FTP /23/MN</b>	<b>The Manager Procurement</b>
		<b>FOSKOR LIMITED</b>
Contract Title:	<b>UPGRADE OF THE PRIMARY AND SECONDARY POLLUTION CONTROL DAMS</b>	21 John Ross Parkway
		Richards Bay
Closing date & time:		

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

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



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- In case of Tenderers not being local, and not being in a position to hand deliver tender documents to the above-mentioned location, Tenderers may use an approved document courier for the purpose of delivering the tender document to FOSKOR (Pty) Ltd. This would be subject to auditable proof of dispatch from the Courier Company (including time and date of dispatch).
- Such proof shall be faxed and confirmed as addressed to Superintendent: Tenders and Contracts, FOSKOR (PTY) LTD, 21 John Ross Parkway, Richards Bay, facsimile number as indicated under item A.1.3 before the closing time and date of the tender.
- FOSKOR shall take no responsibility for lost courier documents – prior to opening of tenders - and onus rests on Tenderer to keep duplicate of Tender Submission.
- In this case the sealed envelope shall remain addressed as per paragraph A.2.1, and shall be placed in a sealed courier bag with the following street address delivery instructions:

**FOSKOR (PTY) LIMITED - (TENDER BOX)**  
**21 John Ross Parkway**  
**Richards Bay**  
**3900**

- A.2.4 Tenders will not be opened in public and under no circumstances will the price(s) at which any Contract was awarded be divulged to any person.
- A.2.5 In the event that the Tenderer did not submit a tender or if his tender was unsuccessful, the Tenderer shall return the Enquiry Document and Drawings within **14 days** to the **Superintendent: Tenders and Contracts**.

## A.3 Site Inspection

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

Date of Site Visit

Time of Site Visit

Meeting Venue

From : To :

**Report at Main Security Entrance**

Please wear the following protective clothing:

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

Yes
Yes
Yes
No
No
No

## IMPORTANT



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- Please note that a Safety Induction is **MANDATORY** and all Tenderers to allow for at least **30 minutes** before the Site Meeting start, to complete the induction.
- The Site Visit / Inspection are **COMPULSORY**.

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

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

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

- A.4.2 The Sections of this document shall not be separated in any way nor shall any pages be detached therefrom.
- A.4.3 The Tenderers submission is to include all Financial and Contractual detail and be signed (by authorized person) and/or company-stamped together with tender submission.
- A.4.3.1 Schedule of rates of Costs in detailed Breakdown or Labour Rates for the Works or Breakdown per Bill of Quantities
- A.4.3.2 Initial Project Program of Works, Work Methodology, and Cash Flow (structured similarly to payment terms)
- A.4.3.3 Schedule of Key Personnel on the Project
- A.4.3.4 Schedule of Similar Contracts Undertaken
- A.4.3.5 Site Inspection Certificate – signed by Tenderer as proof of attendance

#### **A.5 Contract Documents Priority**

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

#### **A.6 Alterations by Tenderer**

- A.6.1 Should the Tenderer propose any departures or modifications from the Conditions of Contract, Specifications, or to qualify his tender in any way, he/she shall set out his/her proposals clearly in the covering letter attached to this Tender with reference to the particular section of the document, failing which the tender will be deemed to be unqualified. Any proposed technical departures from Foskor (Pty) Ltd.'s Requirements or Specifications shall only be considered if submitted in writing together with a detailed motivation for such departures.
- A.6.2 The Tenderer shall include in respect of each proposed alteration the following:



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- a) Reason for proposed exception;
- b) Suggested re-wording;
- c) Any effect on the tender price;
- c) Any effect on the execution of the scope of supply;
- d) Any effect on Foskor's overall program objectives.

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

#### **A.7 General**

- A.7.1 Foskor (Pty) Ltd reserves the right to adjust arithmetical or obvious errors in the Tender. Such adjustments made by Foskor (Pty) Ltd will be communicated to the Tenderer prior to the acceptance of his Tender.
- A.7.2 The Tenderer (whether his Tender is accepted or not) shall treat the details of the Tender as private and confidential and no copies shall be made thereof without the permission of Foskor (Pty) Ltd.
- A.7.3 Foskor (Pty) Ltd is not bound to accept the lowest or any other Tender it may receive, nor to assign a reason for the rejection or acceptance of any Tender, and Foskor (Pty) Ltd has the right, after Tenders are opened, and before a Contract is awarded, to enter into negotiations and discussions with one or more Tenderers short-listed on a price, program or technical basis, with a view to the clarification, improvement or amendment of any particular Tender.
- A.7.4 All Tenderers tender at their own risk and Foskor (Pty) Ltd is not bound to accept any Tender and under no circumstances whatsoever will be responsible for any costs incurred by any Tenderer in compiling or submitting the tender.
- A.7.5 Furthermore, Foskor reserves the right to accept only a part of the Tender, with due communication and agreement of the Tenderer.
- A.7.6 The Tenderer is required to submit a 'bona fide' Tender, intended to be competitive and not to fix or adjust the amount of the Tender by or under or in accordance with any agreement or arrangement with any third party. The Tenderer is also obliged to ensure that it has not and will not at any time before the hour and date for the lodging of this Tender do any of the following acts:
  - a) Communicate to any person the amount or approximate amount of the proposed Tender except where the disclosure, in confidence, of the amount of this Tender was necessary for the preparation of the Tender.
  - b) Enter into any agreement or arrangement with any third party that shall disqualify from or that Foskor shall refrain from using.



## Section B: FORMS OF TENDER TO BE SUBMITTED

### B.1 Schedule of Rates or Summary of Bill of Quantities

	From Bill of Quantities – if applicable or →	qty	x rate =	ZAR	
<b>1.0</b>	<b>SUB TOTALS:</b>				
1.00	Preliminary & General				A1
1.01	Earthworks				A2
1.02	Concrete				
1.03	Pumps and pipelines				A2
1.04	Desilting				
1.05	Dam Liner				
					A2
	<b>Sub Totals Sum (Excluding VAT)</b>				A3
2.0	<b>Add: VAT</b>	15%			D
3.0	<b>Total Tender Sum (Including VAT)</b>				A4

B1.1 In the event of their being any obvious errors of pricing, extensions or additions in the priced Schedule of Quantities attached, we agree to their being corrected, and the contract amount altered accordingly.

B1.2 We further undertake that this tender cannot be withdrawn or retracted for **90** (ninety) days from the closing date.

B1.3 Notwithstanding that, this tender is submitted by invitation, it is clearly understood and agreed that there is no obligation upon Foskor to accept the lowest or any tender.

B1.4 The tendered prices are fixed and firm for the duration of the contract, and unless otherwise agreed to in writing a **10% Retention** (held for 12 months, unless otherwise specified) shall be deducted on all payments made for the Liability Period as defined in B.2. This clause also refers to 'Handover' as specified in **B 2.1**

WE AGREE TO A 10% RETENTION and 12 MONTHS DEFECTS-LIABILITY RETENTION PERIOD.

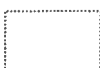
B1.5 Unless or until a formal agreement is prepared and signed, this tender, shall serve as your written acceptance and constitute a binding contract between Foskor and Yourself.

Amount In Words:

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

Signature .....  
For and on behalf of the Tenderer (duly authorized)

.....  
Company Stamp



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

(This is a workable schedule and the Contractor is in no way obligated to these dates. An obligatory final programme will only be required once the tender is awarded)

**Commencement Date** (Guide: 8 weeks from pre-tender briefing date)

**Snagging/Modification List Date**

**Completion of Works/ Final Handover**

**The Tenderer will be required to work**

(select one of these option)

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

**Retention Period:**

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

**40 weeks from receipt of Purchase order**

**48 weeks from receipt of Purchase order**

a. 07h00 to 16h00, 7 days a week

b. 07h00 to 16h00, 5 days a week

**X**

c. 24 hours, 7 days a week (shift system)

**12 months**

**10% from Project Practical Completion (Refer to B1.4)**

### TO BE SUBMITTED WITH THIS TENDER

The Tenderer shall submit with this Tender:

- 1 Priced Bill of quantities (including Section B.5).
- 2 Initial program (Bar Chart/Gantt Chart).
- 3 Method statement.
- 4 Quality Control Plan.
- 5 Record of previous similar contracts undertaken (Section B.4).
- 6 List of valid references.
- 7 Experience of Project Team Key members (Section B.3).
- 8 Level 7CE CIDB grading certificate or higher.
- 9 Signed site inspection certificate (Section B.7).



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## OTHER IMPORTANT NOTES

- **'Defects Liability Period'** shall be that period in force for Foskop to call upon the Contractor/Consultant to rectify at no cost to Foskop (Pty) Ltd any defects of workmanship, quality or practice; and shall remain in force **in parallel with the Warranty Period** and any other duration agreed to.
- The Tenderer is to list and motivate any deviations in terms of Project Program and/or time allowed and this is subject to approval by the Foskop (Pty) Ltd Engineer.
- It would be expected, in the event of critical work and/or work behind programme/schedule, should such be attributable to the Contractor, to make up the time and work and complete the work at no cost to Foskop (Pty) Ltd.
- The Tenderer shall, within **7 (seven)** days of contract, award submit a final detailed work methodology and program, and the final work methodology shall be verified and approved by Foskop (Pty) Ltd.
- The Tenderer is welcome to propose alternatives work methodology or approach to work, that may be of mutual benefit. This would be submitted in the form of an Alternative (clearly marked), however the Tenderer is **still to submit a tender in the form specified** in this tender.
- The Tenderer shall submit a Work Breakdown Structure (WBS) and compile a programme (use MS Projects or MS Excel to compile the Project Program).
- If the Tenderer is partially or wholly responsible for the design or design drawings according to which construction is specified, any corrections to design/design drawings shall remain for the Tenderers account for a period of 6 months (or as otherwise agreed) after project completion. This is to ensure that poor design or inaccuracy of designs is rectified at no cost to Foskop.

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

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

### B.2.2 Initial Program to be Submitted

The interim and final project completion dates, as indicated in the above table should be used as a guideline for the Tenderer to compile the detail project schedule.

After the contract agreement is accepted (by signature of an agreement or acceptance of a Purchase Order) the dates shall be fixed and shall be applicable to the penalty clause as per agreement.

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



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## B.2.3 Table with Milestones to be Submitted

Using the critical path items from the program compile related Milestone Dates. Thus, the items/actions/ activities to be met that is critical towards the completion of the project


## B.3 Schedule of Key Personnel on the Project

The Tenderer shall:

1. Complete schedule B.6.1 below concerning the Key Personnel on the project, indicating also if the person is employed by the Tenderer, a sub-contractor or temporary employed person.
2. Submit a project organogram showing the relationships and authority.

Key Personnel	Name and Surname	Full/Part Time on site, off-site?	Employed, Sub-Contractor or Temp?	Years Related Experience
Contract Manager / Owner				
Site Manager/ Contracts Manager				
Quality Assurance and Control				
Document Control and Accounts				
Safety Officer				
Quantity Surveyor				



These persons shall not be substituted without prior consultation with and approval from Foskor (Pty) Ltd.

Failure to submit this information at the time of tender could lead to disqualification of the tender.

#### B.4 Schedule of Similar Contracts Undertaken

Please provide a list of work done on contract of which the Scope of Works that are similar to the one described in this document (or attach references)

[illegible]

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## B.6 Schedule of Equipment for the Works

The Contractor must list below all the items of major equipment, which he guarantees will be provided on site in perfect working order to complete the work. The lists of items of equipment shall provide the Contractor's warranty of ownership of such equipment unless specifically endorsed in this Annexure to the contrary as "hired" or "hire purchase equipment."

The rates for Equipment detailed below shall include all overheads, profits, and maintenance and running costs including the provision of drivers/operators where necessary.

Contractor's rates per day are based on **9 hours per day**.

The rates detailed herein shall not be subject to escalation. No payment in respect of standing time shall be paid for items of equipment not listed below.

This Schedule must be accurately completed. Phrases such as "adequate equipment will be provided" will not be accepted. The application and use of these rates shall be at the sole discretion and subject to the prior approval of the Engineer.

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



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

### - Witnessed by Foskor Project Leader

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

representing and being duly authorized by:

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

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

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

I/We are,

Yours faithfully

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

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

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

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



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

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

#### **C.1.1 Background**

Foskor Richards Bay, Acid Division, is a chemical manufacturing plant that was first commissioned in 1976 for production of sulphuric acid, phosphoric acid, and mono-ammonia phosphate fertilizer. The factory located in Richards Bay, in the northern coastline of KwaZulu Natal is characterized by three individual sub-plants each producing one of the three products.

Upstream of the manufacturing process and situated in the northern section of the factory is the Sulphuric Plant that imports raw sulphur from international suppliers to produce sulphuric acid and steam. In the middle of the factory and mid-stream of manufacturing process is the Phosphoric Plant that imports phosphate rock from local and international suppliers and that is combined with sulphuric acid including other elements to produce phosphoric acid. Further downstream of the manufacturing process and in the southern-end of the factory is the Granulation Plant that imports liquid ammonia combined with sulphuric acid, phosphoric acid and other elements to produce mono-ammonia granular fertilizer.

Foskor stormwater is managed by a system of surface road channels, open canals as well as sub-surface drainage pipes that convey internal surface run-off to a common sump south of the plant. Stormwater gravitates from the effluent sump and exits the Foskor property via box culvert that crosses a railway on the south-western periphery and discharging into pollution control dams located some 50m from the perimeter of the Foskor property. These pollution control dams are located on Municipal land under the ownership of the City of uMhlatuze that is leased and managed by Foskor Richards Bay.

#### **C.1.2 Present Situation**

As per regulating authorities at local, provincial, and national level it has been established that the existing Foskor Plant does not comply to attenuation capacity of 1:50 year storm event as per environmental legislation requirements. In addition to insufficient attenuation capacity, the existing pollution control dams no longer comply to environmental legislation in respect of groundwater contamination. These pollution control dams comprise of Primary Dam with a capacity of 4,000m<sup>3</sup> coupled with clay liner, a single geomembrane liner, and a hard surfaced concrete liner. The Secondary Dam with a capacity of 16,000m<sup>3</sup> is constructed of a combination of clay liner and geomembrane liner only.

Also, it has been previously observed that the condition of pollution control dams has deteriorated as these dams can no longer effectively perform their intended purpose of protecting the immediate environment from contamination.





## C.1.3 Proposed Solution: Reason for this Tender

It has been proposed that Projects Department undertake the execution for the Upgrade of Primary and Secondary Pollution Control Dams and it is necessary to procure services of a suitably qualified Civil Contractor to undertake construction work.

## C.2. Legislation, Standards and Codes of Practice

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

Number	Title / Description	Revision
COP6	Control Of Construction Work	Latest
Act 85 of 1993	Occupational Health and Safety (OHS Act)	Latest
S28 NEMA (1998)	Duty and care of environmental degradation	Latest
SANS 1200	Civil Construction Work	Latest
SANS 10100	The Structural use of concrete	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.

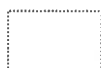


## C.3. Foskor Specifications

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 execution and tender prepared is in line and meets the requirements of all standards indicated or not.

Number	Title / Description	Version	Applicable
<b>OTHER</b>	<b>STANDARDS on this Tender</b>		
<b>APPLICABLE</b>	<b>FOSKOR SPECIFICATION on this Tender</b>		
<b>E003</b>	Industrial Electrical Installations	Latest	
<b>EC1</b>	Installation, Testing and Commissioning of Electrical Equipment	Latest	
<b>FC005</b>	General Earth Works to Plant and Building	Latest	
<b>FD001</b>	Design Criteria for Structures	Latest	
<b>FG001</b>	General Requirements for Projects	Latest	<b>Yes</b>
<b>FL001</b>	Design & Fabrication Criteria for Ladders & Walkways	Latest	
<b>FM001</b>	General Mechanical Specification	Latest	
<b>FM003</b>	Welding of Fabricated Equipment	Latest	
<b>FQ001</b>	General Engineering Quality Requirements	Latest	
<b>FS 001</b>	Specification for the Fabrication & Erection of Structural Steel Work	Latest	
<b>GM5</b>	Pipe Standards Including Auxiliary Equipment	Latest	
<b>GM6/COP9</b>	Engineering Drawing and Document requirements	Latest	
<b>GQ1</b>	Quality Control Procedure for Contractors	Latest	<b>Yes</b>
<b>GS1</b>	Structural Steelwork and Plate Work Fabrication and Erection	Latest	
<b>MC001</b>	Corrosion Protection Colour Coding	Latest	
<b>MC004</b>	General Plant Painting Specification Low Temperature	Latest	
<b>MC006</b>	Repair/Touch-up of Damaged Steelwork	Latest	
<b>MC009</b>	General Plant Protection High Corrosive Areas	Latest	
<b>SS-000000-C-006</b>	General specification for concrete construction	Latest	<b>Yes</b>
<b>SS-000000-C-007</b>	Concrete specification	Latest	<b>Yes</b>
<b>SS-000000-C-012</b>	Grouting	Latest	<b>Yes</b>
<b>SS-000000-Q-001</b>	General quality requirements	Latest	<b>Yes</b>
<b>SS-000000-S-001</b>	Fabrication and erection of structural steelwork	Latest	
<b>DD-000000-C-001</b>	Civil design criteria	Latest	<b>Yes</b>



DD-000000-S-001	Structural design criteria	Latest	Yes
ASTM C-279	Standard Specification for Chemical-Resistant Masonry Units		
ASTM C20	Standard Test Methods for Apparent Porosity, Water Absorption, Apparent Specific Gravity, and Bulk Density of Burned Refractory Brick and Shapes by Boiling Water		
ASTM C133	Standard Test Methods for Cold Crushing Strength and Modulus of Rupture of Refractories		
ASTM C373	Standard Test Method for Water Absorption, Bulk Density, Apparent Porosity and Apparent Specific Gravity of Fired Whiteware Products		
DIN 28062	Building Materials for Brick Lining; Classification, Properties, Testing		
DIN EN 993-1	Determination of Bulk Density, Apparent Porosity and True Porosity		
DIN 51067	Determination of the Crushing Strength at Room Temperature (CCS) on Refractory Materials		
DIN 51068 Part 1	Determination of the Resistance Against Thermal Shock		
DIN 51102 Part 2	Determination of the Resistance Against Sulphuric Acid		

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

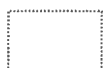
The Contractor is referred to the Specification mentioned for full descriptions of materials and methods referred to in these Bills of Quantities/Lump Sum documents, insofar as they apply.

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

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

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

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



## C.4. Project Requirements

The main works is of civil engineering construction and requires the supply of all (including but not limited to):

- Materials;
- Specifications;
- Labour;
- Tools and equipment;
- Consumables;
- Transport;

The Contractor shall further ensure that all work is executed with a detailed quantity of work and/or design detail is provided and complies with the specifications as set out in this document.

## C.5. Plant Data

All work listed in the document will be constructed for installation at the **FOSKOR RICHARDS BAY PLANT, 21 JOHN ROSS PARKWAY**

## C.6. Drawings and/or Equipment Manuals

The following drawing, data and/or manuals remain the property of Foskor (Pty) Ltd and shall be returned to Foskor (Pty) Ltd on completion of the work.

Drawing No.	Title / Description	Revision

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

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



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**C.7 Scope of Work - General**

The scope of work calls for a minimum **7CE CIDB grading** contractor and includes for the following:

The Contractor to supply as per the complete Bill of Quantities submitted and which includes but not limited to: desilting of dams, construction of earthworks, installation of dam linings, and construction of pipelines and pump installations, etc. The supply of any equipment/material that is suggested by the Contractor must be approved by Foskor.

The contractor to provide with his tender method of repairs and work program that will be within the provisioned quantities for repairs. The period of construction covers the hand over to the successful Contractor and the final completion of the repair work, including hand over back to Foskor. No delays shall be entertained.

All specialized equipment/material shall be installed as per recommendation by the manufacturer of the supplied material/equipment. Any deviations from Manufacturer recommendations must be suitably justified. Access to areas of construction will be provided using suitable equipment as issued from Foskor wherever applicable.

All completed work will be inspected and approved by Foskor. The Contractor shall ensure that all 'acceptance approvals' are received from Foskor (Pty) Ltd before proceeding to the next stage.

After completion of repair work, the Contractor must allow for final inspection, passing & Handover of the project works with Foskor (Pty) Limited and the nominated Contractor.

The Work calls for the successful contractor as required by the scope of work to make good of construction works to be safe and functional for its purpose – "Fit-for-Purpose".

The project to be undertaken in terms of the latest revisions and amendments of all relevant legislation, standards and Codes of Practices. The Contractor will complete the Works in accordance with all statutory obligations, municipal regulations (e.g. Municipal Building Inspectorate By-Law) and all other relevant requirements. The Contractor is specifically reminded of the requirements in terms of the Occupation Health and Safety Act, Act 85 of 1993 and latest amendments in terms of this project.

The design, selection and supply of all equipment to be supplied by the Contractor shall be approved by Foskor.

All work carried out shall be in accordance with the Installation recommended or specified by the manufacturer of the supplied material.

**C.7.1 Scope Of Work - Extent**

The Contractor understands and shall fully satisfy the scope of required services, as described in the tender **FTP /23/MN** handed out at the site inspection held on (date) \_\_\_\_\_, which is generalized as follows:

- Provide health and safety controls
- Desilting and construction of mass earthworks to Primary and Secondary Pollution Control Dams
- Installation of dam liners
- Construction of pipelines and installation of pumps
- Application of the B.U.I.L.D Programme Government Gazette



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**C.7.1.1 Detailed Scope of Work;**

Refer to project specification attached hereto.

Until otherwise notified, Foskor (Pty) Ltd have designated Mr. Humphrey Mabunda (Project Supervisor), Mr. Nhlakanipho Myeni (Project Supervisor) and Mr. Wandile Mhlongo (Project Engineer) to act as Foskor representatives, and they are authorized to give instructions and to provide information to you on Foskor's behalf.

1. It is preferred that the supplier submit contact details for a designated 'point of contact' person who will be authorized to receive information and act on supplier's behalf.
2. Foskor's Health & Safety Representative will deal with all matters relating to the Health & Safety specifications and Construction Regulations relating to this assignment.
3. A pre-requisite of this contract is that the supplier confirms that he shall carry the necessary professional/construction indemnity insurance cover to the extent of the liabilities contemplated.
4. The Tenderer should determine the work methodology and approach. However, it is imperative that the outcome of the works meets all the criteria related to this project.

**C.7.2 Site Conditions**

The site is located on the Foskor (Pty) Ltd Richards Bay Plant comprising of the Sulphuric Acid Plant, Phosphoric Acid section and the Granulation Plant. The Tenderer is deemed to have viewed the site and to have thoroughly acquainted themselves with the extent, nature and conditions affecting the work to be done before submitting his tender.

Access to the area is free of obstructions, however the Contractor must take note that unexpected unsafe conditions e.g., acid leaks, if any will take priority for containing of these and returning to a safe working condition.

It will be imperative for the successful Tenderer to liaise with the Foskor (Pty) Ltd.'s designated project leader (Foskor representative) to ensure safety whenever site access is required.

Full acid resistant PPE (personal protective equipment/clothing) must be worn/used at all times.

Be cautious of Foskor equipment, employees and contractor employees doing their routine maintenance and daily duties in the area at all times.

As it will be deemed that the prevailing conditions have been taken into account when tendering, no claims for extras arising from failure to observe all site conditions will be admitted.



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## C.7.3 Services which are known to exist on the site

The following services exist on the site:

- Water.
- Subsoil drain pipes.
- Bulk effluent disposal pipes.
- Electrical & Instrumentation cables and racking.

### C.7.3.1 Foskor Supplied Services

Foskor (Pty) Ltd shall be responsible for:		Applicable:
1	Supply a copy of the relevant Foskor Procedure Specification(s).	refer C.3
2	Supply a copy of reference drawings if required.	refer C.6
4	Provide access to electricity connection points <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 motivate, 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





## C.7.3.2 Successful Tenderer (Contractor) Responsibilities

The successful Tenderer (Contractor) shall be responsible for (inter alia):		Applicable:
1	Supply of own labour, supervision, equipment, specialized manpower and other staff to fulfill the scope of work.	YES
2	Supply suitable (approved) Personal Protective Equipment (PPE)	YES
3	To ensure that all work is reviewed by designated Foskor (Pty) Ltd representative at all stages and/or agreed milestones of the project. All work completed needs to be inspected and approved by the designated Foskor representative (e.g. Project Supervisor/ Manager)	YES
4	After installation/construction and commissioning the successful Tenderer shall conduct final inspection of all work together with designated Foskor (Pty) Ltd representative to compile SNAG list.	YES
5	To ensure that all acceptance approvals as per the Quality Control Policy (QCP) are received before work is finally handed over.	YES

Note that concerning above:

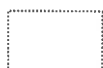
- i. No claims towards losses will be accommodated.
- ii. All items that the Successful Tenderer will bring to Foskor (Pty) Ltd, will be subjected to review and approval by Foskor (Pty) Ltd and shall conform to Foskor procedures.

## C.7.4 Certification by Recognized Bodies

Only Tenderers registered with the relevant Board (e.g. CIDB, ISO 9001 etc.) of South Africa in accordance with the Regulations of the Occupational Health and Safety Act will be accepted and permitted to do work under this contract.

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

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



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## C.7.6 Nominated Sub-Tenderers

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

**Indirect Targeting for Enterprise Development through Construction Works Contracts: published in Gazette 36190 of 25 February 2013.**

The following Sub-Tenderers are nominated:

Contractor	Concerning Works	Contact

## C.7.7 Invoicing and Payment

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

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

The invoice submitted is to be in a format acceptable to the Foskop (Pty) Ltd's Project Representative and need to contain the following minimum information:

- Company details, registration no and VAT registration no,
- Purchase Order no & Date of Invoice,
- Copy of Purchase Order,
- Detail description of work done to date,
- Value of the current claim and work done (excl. VAT),
- VAT charged.



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## C.7.8 Standing Time

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

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

## C.7.9 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.7.10 Penalty

If the Contractor, by the Due Completion Date, fails to complete the Works to the extent which entitles him to receive a Certificate of Practical Completion, the Contractor shall be liable to Foskop (Pty) Ltd for an amount of **0.1% for every Calendar Day that the works is late or such portion of the contract price as is associated with that part of the Works.**

The imposing of such penalty shall not relieve the Contractor from the obligation to complete the Works or from his obligations and liabilities under the Contract.

## C.7.11 Claims: Extension of Time for Completion, Additional Payments or Compensation

### C.7.11.1 Claims Procedure

The following provisions shall apply:

- i. Claims are to be submitted in writing within **7 days** after the circumstances, event, act or omission giving rise to such claim has arisen or occurred to the Foskop (Pty) Ltd Project Representative
- ii. Submit **written notice** to the Foskop (Pty) Ltd Project Representative of the intention to claim within **7 days** after the circumstances, event, act or omission giving rise to such claim has arisen or occurred. The Notice and subsequent claim to set out:
  - a. Particulars of the circumstance, event, act or omission giving rise to the claim concerned;
  - b. Provisions of the portion of the contract on which he intends to make the claim;
  - c. Length of extension of time, if any, claimed and the basis of calculation thereof, and
  - d. The Price Adjustment, if any, claimed and the basis of calculation thereof.



- iii. If the Contractor cannot reasonably comply with any of the provision above within the said period 14 days, he shall:
  - a. Notify the Foskor (Pty) Ltd Project Representative in writing of his intention to make the claim and comply with such requirements as he reasonably can;
  - b. Deliver additional information in writing that is reasonably required by Foskor (Pty) Ltd; and
  - c. Comply as soon as practical with such requirements as described above in this clause, within a time agreed to by the Foskor (Pty) Ltd Project Representative.
- iv. In the event of failure to comply to any of the provisions, the claim would not be accommodated and Foskor (Pty) Ltd would be discharged of all liability in connection with the claim.

**C.7.11.2 Extension of Time for Completion**

The whole works shall be completed within the time agreed upon.

If any circumstances of any kind whatsoever may occur and as such, fairly entitle the Contractor to any extension of time for the completion of the works or portion thereof, then the Foskor (Pty) Ltd Project Representative will consider a claim duly submitted.

**C.7.12 Cancellation of the Contract by Foskor (Pty) Ltd**

If:

- (a)
  - (i) The estate of the Contractor shall be sequestrated (provisionally or finally), or
  - (ii) The Contractor shall publish a notice of surrender of his estate as insolvent, or
  - (iii) The Contractor, being a company or a close corporation, shall go into liquidation (provisionally or finally), or
  - (iv) The Contractor shall assign the Contract without the consent in writing of Foskor (Pty) Ltd having first been obtained, or
  - (v) The Contractor shall enter into a compromise with the general body of his creditors, or
  - (vi) The Contractor shall have an execution levied on his goods, or
- (b) the Foskor (Pty) Ltd Project Representative shall certify in writing to Foskor (Pty) Ltd, and to the Contractor/Consultant, with specific reference to this Clause, that in his opinion the Contractor/Consultant:
  - (i) has abandoned or repudiated the Contract, or
  - (ii) has, without reasonable excuse, failed to commence the Works in terms of the time allowed and agreed to, or
  - (iii) has suspended the progress of the Works without due cause, or
  - (iv) has failed to proceed with the Works with due diligence, or
  - (vi) is not executing the Works in accordance with the Contract, or



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- (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.7.13 Urgent remedial work**

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

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

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

#### **C.8.1 SHREQ Requirements**

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

- Compliance with COP6 (Contractor Management).
- Compliance and signing of Section 37(2) Agreement in terms of the OHSAct at the Foskor (Pty) Ltd Safety Department.
- Compliance with Legislation requirements which includes the OHSAct, NEMA (National Environment Management Act) and other relevant applicable Legislation.

\* *copy of requirements available from Foskor SHREQ Department.*

#### **C.8.2 Environmental Management Specifications**

In order to ensure that the construction works is designed for an environmentally sensitive area, strict compliance to the Environmental Management Plan (EMP) guidelines may be requested after appointment of the contractor.

The EMP shall be part of the terms of reference for all contractors/consultants, sub-contractors/consultants and suppliers.



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

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

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

## C.9 OHSA 1993 Health and Safety Specification

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

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

### C.9.1. Health and Safety Induction

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

- a. The Contractor shall ensure all his/her personnel have attended the Safety Induction, by Foskor (Pty) Ltd before they enter site.
- b. The Contractor on entering site, must wear Foskor minimum required PPE at all times namely safety glasses, acid resistant overalls, safety harnesses (on heights), safety boots or steel cap gumboots, ear protection, Tychem suite (when working in the vessel/Dry Tower) and **gas masks (Halfmask double filter – screw type with filter type A1B1E1K1 – North Safety Product or similar approved product) and goggles (Uvex ultravision – W1663459B – DIN CE 0196) preferably in a pouch.** Should a Contractor be found on site without the above-mentioned safety clothing, he will be removed from site and will not be allowed to return. FFP3 dust mask fitted with an exhalation valve must be used when working in dust in on the B&D Store.
- c. **Overalls must be Blue Sweet Orr overall (80% Ployester 20% Viscose Rayon Acid repellent) with Company names either on front of jacket or back OR Blue North Safety Acid/Flame overall (Flame retardant acid resistant anti-static ATPV 15.4CAL/CM2) with company names either on front of jacket or back and fluorescent reflective strips to be stitched onto sleeves and on the knees.**
- d. The Contractor shall demarcate the relevant work area. The Contractor shall supply and erect an appropriate name board with all relevant information and contact details at the work area.
- e. The job risk assessment shall be carried out at the start of each shift. This risk assessment shall cover all activities planned for the relevant shift. The risk assessment shall be submitted to Foskor (Pty) Ltd at the start of each day shift and each night shift.
- f. The Contractor must take safety precautions when working on site.
- g. The Contractor must remove all their equipment within 48 hours after project completion/closure.
- h. A complete safety file to be submitted to Foskor (Pty) Ltd Safety Department before any work commences.





- i. The 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 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 the Foskor (Pty) Ltd Security Reception at 035 902 3267 for information.
- l. No access to elevated platforms, roof and scaffolding will be allowed during rainy days.

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

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

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

It is further noted that:-

- a) The Contractor shall comply with all Foskor Regulations and Safety Standards.
- b) The Contractor shall fully comply with the OHS Act (Act 85 of 1993).
- c) The Contractor shall fully comply with Covid-19 compliance as part of Section 37(2) of the Act.

**IMPORTANT NOTE**

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

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

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

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

**C.11. Quality Management**

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



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

**C.12. Quality Control:**

- i. A detailed QCP (Quality Control Plan) shall be submitted within 3 days of contract award.
- ii. Quality of work must be monitored and controlled at a high level at all times.
- iii. At each hold and witness point all work shall be suspended until the specified inspection has been completed and the QCP updated and signed accordingly by Foskor (Pty) Ltd or its representative.
- iv. At each milestone, the designated Foskor (Pty) Ltd Quality Representative must approve the quality and standard of work being produced.
- v. It shall be the responsibility of the Successful Tenderer (Contractor) to give Foskor (Pty) Ltd timely notice of hold and witness points requiring their intervention.

**C.13. Tender Returnable Document**

- i. Priced bill of quantities
- ii. Signed site inspection certificate.
- iii. Initial program
  - a. Submit Bar Chart/Gantt Chart.
- iv. Method statement.
  - a. Desilting of dams and disposing of silt.
  - b. Sequencing of works including contingencies for emergency and risk management for excessive rainfall and process overflows.
- v. Quality Control Plan.
  - a. Submit quality assurance plan indicating surveillance, verification, witness and holding points.
- vi. Technical Data Sheets for all material to be used under this project.
  - a. Submit material technical data sheets for all liner materials.
- vii. Proposed project Team
  - a. Submit organogram indicating team structure and the number of personnel committed to the project.
  - b. Submit CV's with certified copies of qualifications and experience of key personnel (Contracts Manager/Project Manager/Site Manager/Safety Officer/Quality Controller) as well as the size of crew committed to the project.
- viii. Record of experience of Bidder
  - a. Submit record of completed similar projects from 7CE CIDB Designation or higher with proof of appointment and proof of completion for projects outside of Foskor Acid Division (traceable reference with contact details to be included for verification). Indicate largest contracts completed in the past 5 years.
  - b. Submit valid CIDB 7CE grading certificate.



## C.14. Application of the B.U.I.L.D. Programme

A. CIDB Standard for Developing Skills through Infrastructure Contracts: published in Gazette No. 48491 (28 April 2023).

### 1) Workplace Training Opportunities

**Method 1** - to provide structured workplace learning towards; part, or full occupational qualification;

**Method 2** - to provide structured workplace learning towards trade qualifications; apprentices, or other artisan learners 60% of the artisan learners from public TVET colleges

**Method 3** - to provide work integrated learning opportunities for; university of Technology; or comprehensive University P1 & P2

**Method 4** - to provide structured workplace learning for; candidates for professional registration with statutory council.

### Contractor's Role

Provide workplace learning opportunities:

Employed learners (33 percent of the CSDG)

Unemployed learners (67 percent of the CSDG)

Appoint a coach/mentor for learners if using Method 3 or 4

All learners must be registered on the CIDB SDA LMS

Can source learners directly or through the CIDB SDA

B. Establishes contract participation goals (CPGs) for enterprise development of targeted enterprises.

Requires lead partner or main contractor dedicate a minimum 5% of total project value to targeted subcontractor or joint venture partner.

Provide developmental support to targeted subcontractor or joint venture partner.

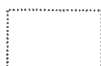
### Contractor's Role

Provide workplace learning opportunities:

Conduct needs analysis to identify developmental areas.

Contractor should provide developmental support in at least two listed areas:

- administrative; cost control systems
- construction management systems and plans
- planning, tendering and programming
- business; technical; procurement skills
- legal compliance
- credit rating/history; financial loan capacity
- contractual knowledge
- Contractor shall appoint enterprise development co-ordinator:
- develop a project specific enterprise development plan
- submit to the employer's representative a monthly enterprise development report



Tender No. : FTP /23/MN		Rev.1		
Project Title : UPGRADE OF PRIMARY AND SECONDARY POLLUTION CONTROL DAMS				
Date : 13 March 2024				
No.	Mandatory Documents	Comments		
1	Initial Project schedule (Bar chart/Gantt chart)	Proposed delivery	Pre-qualifying criteria (mandatory)	
2	Method Statement	Adherence to scope of work and safety		
3	Quality Control Plan	Quality Assurance		
4	Traceable Record of Similar Contracts Undertaken and References	Level of experience	Pre-qualifying criteria (mandatory)	
5	Project Team Organogram indicating C.V's of individuals	Level of competency of project team		
6	Valid CIDB Certificate	Minimum grade 7CE certification	Pre-qualifying criteria (mandatory)	
7	Site Inspection Certificate	Signed by Foskor Project Leader		
8	Priced Bill of Quantities completed in Foskor format	Signed by Tenderer	Pre-qualifying criteria (mandatory)	
9				
TECHNICAL REQUIREMENTS (Evaluation Criteria)				
No.	Technical Criteria Description	Contribution %	Proof/Documents to be submitted	Notes
1	Compliance - Compliance with Scope of Work Specifications - Weight not to be less than 30%			
a)	Suitability of methodology as per method statement in alignment with safe work practice and care of environment. Qualitative measure.  Methodology scoring: Yes(Acceptable) = 5%, No(Not acceptable) = 0%	5%	Submit a method statement that is relative to the project in subject.	Methodology of construction is the core of a technical submission and demonstrates control of risk to the project and also demonstrate whether the supplier understands the scope in subject.
b)	Suitability of quality assurance system as per QCP in alignment with quality management of the scope of work. Qualitative measure.  QCP scoring: Yes(Acceptable) = 5%, No(Not acceptable) = 0%	5%	Submit a QCP that is relative to the project in subject.	QCP is a demonstration of quality assurance system that will ensure compliance to SoW.
c)	Suitability of project schedule in alignment with Foskor guide as per B.2 of tender document presented within realistic timeline.  Scoring 40 weeks or less - 20% 41 weeks - 17,5% 42 weeks - 15% 43 weeks - 12,5% 44 weeks - 10% 45 weeks - 7,5% 46 weeks - 5% 47 weeks - 2,5%	20%	Submit a proposed delivery schedule considering the urgency that Foskor has indicated on section B.2 of page 9 of the tender document.	How well the planned schedule matches Foskor's expectations. Require contractors to prepare detailed schedule indicating critical path that show all tasks and activities that affect delivery time, such as documentation, permits, preparation, construction and testing, manufacture/fabrication lead times for materials, installation, and link between trades.

<b>2</b>	<b>Reliability -</b> <b>Supplier reliability to complete the project safely within time, quality and budget - Weight not to be less than 50%</b>			
a)	Contractor experience in bulk earthworks exceeding 6,000m <sup>3</sup> . Two or more references in the previous 10 years.  Scoring: 2 x References or more = 10% 1 x Reference = 5%	10%	Complete schedule of work carried out by tenderer below.	Measure of Contractor previous experience.
b)	Waste site control or pollution control dam liner barrier construction (liner class to be specified). Two or more references in the previous 10 years.  Scoring: 2 x References or more = 10% 1 x Reference = 5%	10%	Complete schedule of work carried out by tenderer below.	Measure of Contractor previous experience.
c)	Contractor experience in bulk concrete works exceeding 1,500m <sup>3</sup> . Two or more references in the previous 5 years.  Scoring: 2 x References or more = 10% 1 x Reference = 5%	10%	Complete schedule of work carried out by tenderer below.	Measure of Contractor previous experience.
d)	Contractor experience in bulk pressure pipeline and pump stations. Two or more references in the previous 5 years.  Scoring: 2 x References or more = 5% 1 x Reference = 2,5%	5%	Complete schedule of work carried out by tenderer below.	Measure of Contractor previous experience.
e)	Contractor experience in bulk dewatering exceeding 4,000m <sup>3</sup> . Two or more references in the previous 10 years.  Scoring: 2 x References or more = 5% 1 x Reference = 2,5%	5%	Complete schedule of work carried out by tenderer below.	Supplementary experience. Measure of Contractor previous experience.
f)	Contractor experience in dam/pond construction exceeding 4,000m <sup>3</sup> . Two or more references in the previous 10 years.  Scoring: 2 x References or more = 10% 1 x Reference = 5%	10%	Complete schedule of work carried out by tenderer below.	Supplementary experience. Measure of Contractor previous experience.
<b>3</b>	<b>Competency -</b> <b>Supplier experience &amp; team competency - Weight not to be less than 20%</b>			
a)	Supplier level of skill - Combination of formal academic and practical training.  Evaluation of key personnel responsible for contract management, construction site management and managing health & safety of the project.  NQF level 2 to 6 is proportional with 1% to 10% respectively. Relevant practical experience of 1 to 10 years is proportional with 1% to 10% respectively.  Scoring: Sliding scale from 1% to 20% (in line with individual's formal/practical training).	20%	Submit a project team structure indicating key personell as well as a demonstration of their level of competency (CV's).	A demonstration of the level of formal or practical training is an indication of the level of skill and competency of the supplier.
<div> <div>Total Technical Score:</div> <div>100%</div> </div>				
NOTE: In order for the bid to be considered, the bidder needs to score 70% and above, and comply to with mandatory requirements.				
<b>DISQUALIFICATION CRITERIA **</b> 1 Mandatory documentation not submitted.				