

Tender no:

SCOPE OF WORK FOR THE SUPPLY OF Unslaked Bulk Powder Lime

Tender no:

Revision¹: **1.0 see** legend at bottom of page



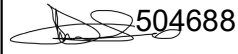


Revised date: 17/03/2026

NAME	TITLE	Empl. no	SIGNATURE	DATE
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COMPILED - RECOMMENDATION

VT Mabunda	Production Engineer	503603		20 March 2026
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APPROVAL TO PROCEED

C. Masina	Chief Chemist	504768		20 March 2026
N. Lukope	Snr Manager Technical & CI	503496		20 March 2026
C. Mavuso	Snr SHREQ Manager	504688		20 March 2026
A. Tloubatla	Acting Snr Production Manager	504694		20 March 2026
P.K. Buthelezi	Acting GM Operations	22171		20 March 2026

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SCOPE OF WORKS

1.0 Background, Present Situation and Proposed Solution

1.1 Background

Sulphuric Acid production facility at Foskor Richards Bay consists of three plants. Two of these three plants (A and B plant with a design capacity of 1800 MTPD of H₂SO₄) are part of the original design and are jointly referred to as the old section, which was commissioned in 1976, they are identical. The third plant (C plant with a design capacity of 2650 MTPD of H₂SO₄) is referred to as the new section of the plant, which was commissioned in 2002. The plants technology is a Monsanto Enviro-Chem Systems design.

The Sulphuric acid plants combined production capacity is 6250 MTPD which corresponds to a daily consumption rate of Sulphur of 2095 MTPD. Raw Sulphur is acidic in its nature, mitigating measures are put in place to limit microbiological organism growth which would lead to the increase in raw Sulphur acidity, the measures are applied before the raw Sulphur is shipped from the production site to the customers site, i.e. Foskor Acid Division in Richards Bay in this case. Foskor raw Sulphur acidity specification is equal to or less than 200 ppm as Sulphuric acid.

1.2 Present Situation

Foskor Sulphuric acid plants are operating under new stringent SO₂ emission limits as of April 2025, but the plant's operations strategy of 18 months turnaround cycle has not changed. This means the SO₂ converter unit's reliability and productivity needs to improve to achieve and sustain profitable production levels throughout the 18-month turnaround period.

The resulting reaction products and unreactant components of neutralizing raw Sulphur acidity with lime, adds to the ash that builds up on the catalyst bed of the SO₂ converter unit. This then adversely affects the SO₂ converter unit's reliability and productivity. It is therefore crucial that unslaked lime of the highest quality is utilized to neutralize the raw Sulphur acidity, which will minimize ash accumulation in the system.

1.3 Proposed Solution: Reason for this Tender

To address the above, Foskor calls on a reputable supplier to submit a bid to:

Supply unslaked bulk lime powder to the Foskor, Richards Bay site for raw Sulphur acidity neutralization.

1.4 Technical Details

The Supplied unslaked bulk lime must meet the following Foskor's' specification:

Chemical Analysis / Variable Description	Specification	
	Minimum	Maximum
% Available Calcium as CaO	85	-
Iron as Fe ₂ O ₃	-	0.4
Total Magnesium as MgO	-	1.5
% Magnesium Carbonate as MgCO ₃	-	3
Silica as SiO ₂	-	6
Free Moisture	-	0.4
pH	10	12
Particle Size (D ₅₀)	50 µm	
Particle size (D ₉₀)	<75 µm	

1.5 Hoisting / Offloading Equipment

It is the Suppliers responsibility to supply the road tanker for transportation of the product and offload it into the Lime storage Silo in Foskor site. The supplier shall bring the product in a road tanker that is equipped with the blower and associated piping and coupling (100 NB STORZ Coupling) to discharge the unslaked bulk lime into the Silo storage. The offloading process should be conducted safely without contaminating the environment or affecting the products quality.

1.6 Pre-requisites & Inputs

FOSKOR Richards Bay will supply the successful Tenderer with the following:

- Availability of duly authorised personnel to represent Foskor and sample the product for quality verification before the product is offloaded.
- FOSKOR technical specifications.

1.7 Legislation, Standards and Codes of Practice

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

Number	Title / Description	Revision
Act 85 of 1993	Occupational Health and Safety (OHS Act)	Latest
ISO 9000	Quality Systems Series	Latest
ASME IX	Qualifications Standards for Welding Specifications	Latest
FG 001	General Requirements for Projects	Latest
FQ 001	General Engineering Quality Requirements	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 Contractor to be in possession of the latest standards and codes as listed above in the execution of this contract.

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.

1.8 Project Requirements

The main requirement of the project is the supply of unslaked bulk lime with the following additional requirements:

- Supply the product to Foskor site within the agreed delivery lead time from receipt of purchase order (Within 3 to 7 days), Foskor expected consumption rate of unslaked lime is 30 MT per quarter (3 months).
- Ensure the product road tanker gaskets are airtight and there's no moisture ingress during transportation.
- Provide certificate of analysis (COA) on delivery of the product on Foskor site.
- Provide road tanker sampling point before the product is offloaded at Foskor site.
- Await completion of the sample analysis and quality verification against the provided C.O.A (16 hours).
- Ensure analysis method for results provided in C.O.A aligns with Foskor lime quality analysis method (SABS-SANS 6296 2026 Edition 1.1 Reference Sugar Method) for quality verification.
- Tankers will only be offloaded once the product quality is verified & accepted by Foskor.

1.9 Plant Data

To deliver at

FOSKOR(Pty) LTD – RICHARDS BAY DIVISION,
21 JOHN ROSS PARKWAY,
RICHARDS BAY,
3900
SOUTH AFRICA

1.10 Certificate of Analysis (COA) and/or Safety Data Sheet (SDS)

The data pack (COA and SDS) will become property of Foskor on execution of contract.

On completion of the project, the contractor must certify all documentation correctness and conformance to the OHS Act.

1.11 Supplied Services

1.11.1 Foskor Supplied Services

Foskor shall be responsible for		Applicable:
1	Supply a copy of the relevant Foskor Procedure Specification(s).	YES
2	Supply the relevant Foskor Technical Specifications	YES
3	Supply a copy of reference drawings if required.	Refer 1.10
4	Supply equipment (if applicable)	Refer 1.5
5	Provide access to ablutions facilities. (Not change rooms) <ul style="list-style-type: none"> Successful Tenderer (Contractor/Consultant)'s workers to be fully dressed in required PPE when coming on site. The successful Tenderer to ensure that its workers/subcontractors'/ supplier that are making use of facilities, do so in an orderly and well-mannered way. Successful Tenderer is not allowed to make use of Foskor's change room or tearoom facilities unless agreed to in writing. The successful Tenderer might be called on to assist with the maintenance and cleaning of ablutions, should Foskor at its discretion be of the opinion that it be necessary. Cost associated with such cannot be claimed from Foskor. 	Yes
6	Assist in issuing of work clearances and HIRA certificates.	YES
7	Make available duly authorized personnel to represent Foskor on this project	YES

8	Waste/ Scrap bins for disposal of waste (general and contaminated) where and when required. (Only if not part of the scope of works) <ul style="list-style-type: none"> Successful Tenderer (Contractor/Consultant) to indicate the type (no and size of bins) and frequency of waste disposal it would require. 	ON REQUEST
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1.11.2 Successful Tenderer (Contractor/Consultant) Responsibilities

The successful Tenderer (Contractor/Consultant) shall be responsible for (inter alia):		Applicable:
1	Supply suitable qualified and competent labor inter alia: general, specialized, artisans and supervision to fulfill the scope of work.	Yes
2	Supply of tools and any specialized equipment.	Yes
3	On approval of request for Site Establishment, to safely complete and set up site. <ul style="list-style-type: none"> On completion of works, site to be re-instated to original or accepted in writing as-is. 	NO
4	Supply suitable (approved) personal protective equipment (PPE).	Yes

1.12 Scope of Work

The Scope of Work ("Works") calls for the supply of **Unslaked Bulk powder lime** to Foskor Richards Bay site.

Scope of supply: The unslaked bulk lime is to be supplied in batches of 30 MT, the supply interval is projected to be every three months.

The project will 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, 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.

1.12.1 Extent of the Work

The Tenderer is to supply a tender with pricing for the supply of the unslaked bulk lime powder as specified.

Please note that Foskor may accept or reject any part of a Tender without being obliged to accept such a tender in its entirety.

The Tenderer would determine the work methodology and approach; however, it is imperative that the outcome of the work meets the following requirements:

[Note: All references to **Contract** mean the same as **Tender**, and to **Contract Works** mean the same **Works** or **Scope of Works**.]

1.12.1 Supply of Unslaked bulk lime

The Tenderer shall, in accordance with the requirements of the Scope of Work, provide the unslaked bulk lime on or before the due date determined in accordance with this Tender, and/or stated in a written order/instruction issued by Foskor.

(a) Packaging, Marking and Delivery

1. The product shall be transported to Foskor Richards using Road worthy tanker capable of carrying 30 MT.
2. The utilized road tanker should be fit for the purpose of transporting unslaked bulk lime, equipped with of material offloading equipment (Blower) and the necessary auxiliary equipment (piping and coupling)
3. The unslaked bulk lime shall be delivered on the days, between the times and at the address specified by Foskor. The delivery should be within the contract stipulated lead time from receipt of the purchase order.
4. Should the Tenderer fail to supply the unslaked bulk lime on the date or dates or within the period or periods specified thereof, or should he fail to replace any rejected unslaked bulk lime as required by the Tender, the Tenderer shall be liable to make good to Foskor all loss and damage occasioned by such failure, including any reasonable price (whether greater than the appropriate Tender price or not) paid by Foskor in purchasing the unslaked bulk lime on which default has been made, from a source other than the Tenderer. In such an event, Foskor shall be at liberty to retain the amount of any such loss or damage from any money due by Foskor to the Tenderer but without prejudice to other methods of recovery open to Foskor.

(b) Quality of the Unslaked bulk Lime

1. The Unslaked bulk lime supplied shall comply with the requirements of the Scope of Work.
2. The unslaked bulk lime covered by this Tender shall be always the subject of Foskor's inspection and test before, during or after supply.
3. If the Tenderer fails to supply the unslaked bulk lime in accordance with the provisions of the Tender, Foskor may reject any part of the unslaked lime by giving written notice to the Tenderer specifying the reason for rejection and whether unslaked lime replacement is required and within what time period.
4. All rejects shall be held at the Tenderer's risk and expense including all transportation and handling costs until returned to or collected by the Tenderer. All rejects shall be replaced or rectified and made good at the Tenderer's expense within the specified replacement period to the full satisfaction of the inspectors and in conformity with the standards, specification, or samples specified in this Tender.

5. In the event of the tenderer failing to remove such rejected Equipment within 5 days of notification of the rejection, Foskor shall be at liberty to return them at the Tenderer's risk, the cost of carriage being recoverable from the Tenderer. If the Tenderer considers himself aggrieved, he may, within 5 days of the receipt of notification of rejection give the Foskor notice of objection, whereupon the Equipment shall not be removed until Foskor so directs.

(c) **WARRANTY**

Without prejudice to any other rights of Foskor under these conditions, the Tenderer warrants that:

1. the supplied unslaked lime meets the specification as outlined in the SOW on delivery to Foskor site.
2. this warranty shall survive any inspection, delivery, acceptance, or payment by Foskor

1.12.2 Site Conditions

The site is located on the Foskor Richards Bay Plant; approximately **500** meters from the main entrance and access for vehicles **are** possible.

1.12.3 Location of the Works

The site is situated within the premises of Foskor at Richards Bay. Site visit can be arranged if required.

1.12.4 Sample of Materials

Product sample is mandatory for quality verification

1.12.5 Invoicing and Payment

Payment will be made by Foskor, after approval by the Foskor Project Representative (i.e., Engineer, Area Manager) of the submitted Payment Certificate to the Contractor within **30** (thirty) days from the date of receipt of the Contractors approved statement.

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

The statement submitted is to be in a format acceptable to the Foskor Project Representative and needs to contain the following minimum information:

- Company details, registration no and VAT registration no
- Purchase Order no
- Details of work done to date
- Detail of claims to date (Excluding the current claim)
- Value of the current claim and work done

- VAT charged

1.12.6 Progress of Works

Should FOSKOR or its appointed Agent at any time be of the opinion that the rate of progress of the supply or any part thereof is too slow to ensure the completion of the Works or any part thereof by the Completion Date, he shall so notify the Contractor in writing, with specific reference to this Clause, and the Contractor shall thereupon, subject to the approval of FOSKOR, which approval shall not be unreasonably withheld, 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.

1.12.7 Cancellation of the Contract by FOSKOR

If:

- (a) (i) the estate of the Contractor shall be sequestered (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 having first been obtained, or
 - (v) the Contractor shall enter 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 Project Representative shall certify in writing to FOSKOR, and to the Contractor, with specific reference to this Clause, that in his opinion the Contractor
 - (i) has abandoned or repudiated the Contract, or
 - (ii) has, without reasonable excuse, failed to commence the Works in terms of the time allowed for it 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
 - (v) has failed to remove materials from the Site or to pull down and replace work, which materials or work have been condemned and rejected by the FOSKOR Project Representative, or
 - (vi) is not executing the Works in accordance with the Contract, or
 - (vii) has, without the approval of the FOSKOR Project Representative, subcontracted any part of the Contract or has failed to expel any subcontractor after having been instructed to do so, or
 - (viii) has failed to provide the Surety ship, Guarantees or Proof of Insurance within the time stipulated and for 14 days after receiving a written notice from the FOSKOR Project Representative, referring specifically to the default concerned and to this Clause, failed to remedy the default,

FOSKOR may, by written notice to the Contractor, cancel the Contract.

1.13 Company Profile

Tenderers are to submit an extensive portfolio indicating their experience and expertise with reference to supplying Mist Eliminators.

1.14 Quality Management

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

1.14.1 Quality Assurances:

- i. It is a requirement of the contract that the successful Tenderer (Contractor/Consultant) maintains an effective documented system for the control of product quality.
- ii. Proof of compliance (performed quality document) with a recognized quality assurance standard, such as ISO 9000, should be submitted with the Tenderer's (Contractor/Consultant) tender.
- iii. The Tenderer's (Contractor/Consultant) Quality Assurance Department Manager shall be responsible to a senior executive only and not be under the control of persons responsible for production.
- iv. The Tenderer's (Contractor/Consultant) Quality Assurance Manager is regarded as the principal link between the Tenderer (Contractor/Consultant) and Foskor in all matters affecting quality.
- v. The successful Tenderer's (Contractor/Consultant) Quality Manager shall have access to the successful Tenderer's (Contractor/Consultant) offer document and to all other associated specifications, drawings and documents necessary for the satisfactory execution of the project.

1.15 OHS Act & SHREQ Requirements

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

SHREQ Requirements

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

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- a. The Contractor shall prepare a safe working plan for the work to be done.
 - b. Provide the product safety data sheet (SDS)
 - c. The Contractor to submit a comprehensive task-based risk assessment that has acknowledged the Foskor baseline risk assessment and method statement. The task-based risk assessment should cover full scope of the associated work from storage of the product, loading of the road tankers, transportation of the product to Foskor Richards by side and offloading of the product onsite. The task-based risk assessment should be in in 5x5 matrix focusing on the following categories but not limited to:
 - a. Safety & Health
 - b. Environment & Quality
 - c. Legal
 - d. Reputational (image)
 - d. The transporting road tanker must be certified to carry dangerous goods, labelled with the United Nations product identification number (UN 1910) and the product hazard classification (Class 8 Corrosive Substance). Additional labelling required is an orange danger warning sign.
 - e. The transport road tanker driver must hold a valid professional driving permit (PrDP-D) with a dangerous good category; they must be 25 years or older with a valid annual medical fitness certificate.
 - f. The Contractor to appoint a full-time Supervisor to manage and supervise all the activities of his/her employer.
 - g. All new work activities must have scope of work and communicated to Safety Department before starting with the work with exception of emergency breakdowns.
 - h. All maintenance emergency works and consultants are exempted from the above-mentioned safety requirements
 - i. The Contractor shall ensure all his/her personnel have attended the Safety Induction, by Foskor (Pty) Ltd before they enter the site.
 - j. 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 carry gas masks **(Half mask double filter – screw type with filter type A1B1E1K1 – North Safety Product or similar approved product)** and goggles **(Ovex ultra vision – W1663459B – DIN CE 0196) preferably in a pouch**. Should a Contractor be found on site without the above-mentioned safety clothing, he/she 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 dusty environment.
 - k. **Overalls must be Blue Sweet Orr overall (80% Polyester 20% Viscose Rayon Acid repellent) with Company names either on front of jacket or back OR Blue North Safety Acid/Flame overall (Flame retardant acid resistant anti-static ATPV 15.4CAL/CM2) with company names either on**

front of jacket or back and fluorescent reflective strips to be stitched onto sleeves and on the knees.

- l. 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.
- m. 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.
- n. The Contractor must take safety precautions when working on site.
- o. The Contractor must remove all their equipment within 48 hours after project completion/closure.
- p. A complete safety file to be submitted to Foskor (Pty) Ltd Safety Department before any work commences.
- q. The Contractor's vehicle when entering the Plant must always have rotating orange lights on.
- r. The Contractor and their employees must undergo a full medical at either Fokor (Pty) Ltd's Clinic or Caredoc Richards Bay or an Fokor (Pty) Ltd approved medical facility. 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 Nkosazana Nxumalo at Fokor (Pty) Ltd Clinic on 035 902 3267.
- s. A once-off fee is also required for access cards from Fokor Security. Please contact Fokor (Pty) Ltd Security Reception at 035 902 3267 for information.
- t. No access to elevated platforms, roof and scaffolding will be allowed during rainy days.

NB: A Contractor that has been awarded work shall register with the HSEC Online, which is a Contractor management system for Fokor Acid Division where all Contractors are required to submit their safety files.

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 Fokor Regulations and Safety Standards.
- b) The Contractor shall fully comply legislation requirements which includes OHS Act (Act 85 of 1993), NEMA (National Environmental Management Act) and other relevant legislation.

-
- c) The Contractor shall fully comply with Covid-19 compliance as part of Section 37(2) of the Act.
 - d) The contractor shall fully comply with Foskor's COP 6 (Contractor Management)

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/her 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

1.16 Tender Adjudication

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

- Technical support
- Track record
- Foskor's HDSA Policy. Policy available on request.
- Price

1.17 Tender Acceptance

Note that Foskor is not obligated to accept the lowest tenderer in the tender process.

1.18 Site Visit

Site visit is not mandatory, but it can be arranged if required.

Foskor Contacts:

Technical Enquiries

Production Engineer: Vujaha Mabunda (035) 902 3096 or VujahaM@foskor.co.za or

Snr Production Manager: Precious Buthelezi (035) 902 3058 or PreciousB@foskor.co.za

Commercial Enquiries

Tender no:

Procurement - Buyer: Londi Seroto (035) 902 3021 or LondiS@foskor.co.za

The tender must be in a sealed envelope, with the tender number and closing date clearly marked on the outside. Tender must be deposited in the tender box, situated at Foskor Richards Bay's Main reception, before 12h00 of the closing date.

1.19 Bill of Quantities (BOQ)

BOQ

ELEMENT	UNIT	QUANTITY	PRICE PER UNIT	TOTAL COST
1. Bulk Lime	MT	30		
2. Transport	Km			
3. Waiting Period	hours			

*Provide a breakdown of each element

END OF SCOPE