

SCOPE OF WORK FOR THE NON-DESTRUCTIVE TESTING AT FOSKOR RICHARDS BAY ACID DIVISION

Tender No:

Cost Code:

Revision¹: 0.1.n see legend at bottom of page

Revised date: 18 October 2022

NAME	TITLE	EMPL. No	SIGNATURE	DATE
COMPILED - RECOMMENDATION				
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COMPREHENSION AND ACCEPTANCE				
Akhil Kumar Dwivedi	Maintenance Engineer	503700		04 JAN 2023
APPROVAL TO PROCEED				
Sifiso R Majola	Senior Manager Maintenance	15480		05/01/2023
Charles Mavuso	Senior Manager SHREQ	504688		16/02/2023
Sam Mbuyazi	General Manager Acid Division	500441		08/02/2023
Charles Reddy	Vice President Acid Division	504307	Not Required	

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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 Fixed Annual Rate Contract for Non-Destructive Testing (NDT)

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**.

Bill of Quantities **Section D**.

Technical Evaluation Criteria **Section E**.

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

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

Designation

Buyer: Tenders and Contracts

For the attention of

Telephone

Fax

Cell no

Email

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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:

TENDER		
Tender No.		The Manager Procurement FOSKOR LIMITED
Contract Title:	The Fixed Annual Rate Contract for Non-Destructive Testing (NDT)	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.

- 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.1.2 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 Examination and Completion of Documents

- A.3.1 The Tenderer shall examine all documents forming part of the Tender and submit their 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.3.2 The Sections of this document shall not be separated in any way, nor shall any pages be detached therefrom.

- A.3.3 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 Standard operating procedure for doing the NDT for Ultrasonic test, Dye penetration test, Eddy current test, Magnetic particle inspection test, Radiography test, acoustic emission test and Gul test.

A.4.3.3 Schedule of Key Personnel on the Contract.

A.4.3.4 Schedule of Similar Contracts Undertaken

A.4.3.5 Previous sample report done on above tests, minimum of one on each test.

A.4.3.6 Calibration schedule and certificates for NDT equipments

A.4 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.5 Alterations by Tenderer

- A.5.1 Should the Tenderer propose any departures or modifications from the Conditions of Contract, Specifications, or to qualify their 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.

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A.5.2 The Tenderer shall include in respect of each proposed alteration the following:

- 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.6 General

A.6.1 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.6.2 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.6.3 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, programmed or technical basis, with a view to the clarification, improvement or amendment of any particular Tender.

A.6.4 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.6.5 Furthermore, Foskor reserves the right to accept only a part of the Tender, with due communication and agreement of the Tenderer.

A.6.6 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.

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- b) Enter into any agreement or arrangement with any third party that shall disqualify from or that Foskop shall refrain from using.
- c) Commit any act or omission that would be contrary to the Maintenance and Promotion of Competition Act 96 of 1979 and notices and regulations published in terms of that Act, especially the notice published in the Government Gazette of 2 May 1986 or contrary to the Harmful Business Practices Act 71 of 1988.

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
1.0 SUB TOTALS:				
1.00 Bill No.1 Preliminary & General (P&G).				
1.01 Bill No. 2 BOQ Cost Breakdown				
Sub Totals Sum (Excluding VAT)				
2.0 Add: VAT				
3.0 Total Tender Sum (Including VAT)				

- B1.1 In the event of their being any obvious errors of pricing, extensions or additions in the priced Cost Schedule attached, we agree to their being corrected, and the contract amount altered accordingly.
- B1.2 We further undertake that this tender cannot be withdrawn or retracted for **90** (ninety) days from the closing date.
- B1.3 Notwithstanding that, this tender is submitted by invitation, it is clearly understood and agreed that there is no obligation upon Foskop 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 18 months, unless otherwise specified) shall be deducted on all payments made for the Liability Period as defined in B.2. This clause also refers to 'Handover' as specified in **B 2.1**
- B1.5 Unless or until a formal agreement is prepared and signed, this tender, shall serve as your written acceptance and constitute a binding contract between Foskop and Yourself.

Amount In Words:

Signed aton.....

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

.....
Company Stamp

B.2 Initial Project Programmed 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

Within 7 days from receipt of Purchase order.

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

36 Months contract

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 Retention 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 programme, 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).
- 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.

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B.2.1 Project/Contract Completion and Handover; Retention

Unless otherwise agreed, Project/Contract 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.

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 the guideline for the Tenderer to compile the detail project schedule.

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

B.3 Schedule of Key Personnel on the Contract

The Tenderer shall:

1. Complete 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/Site Manager/Leader				
Quality Assurance/Control Inspector				
Technician				

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

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

B.4 Schedule of Similar Contract Undertaken

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

Completed Month, Year	Description	Client Name	Contact Person And Details	Value

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B.5 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 us 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: _____

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Section C: SCOPE OF WORKS

C.1. Background, Present Situation and Proposed Solution

This tender aims to fix the annual rate contract for any approved Non-Destructive Testing (NDT) Contractor to perform all the inspections of pressure vessel, acid storage tanks, and steam lines, to provide Foskor with an overall view on the condition of all the statutory equipment.

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
Act 85 of 1993	Occupational Health and Safety (OHS Act)	Latest
ISO 9001	Quality Management Systems (QMS)	Latest
ISO 45001	Health & Safety Management Standard	Latest
ASME V	NDT Procedures	Latest
ASME IX	Welder and Weld Procedure Qualifications	Latest
SANS 10227	Pressure Vessels Inspection	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
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E 006	Low Voltage Distribution Boards	Latest	
E 008	Luminaries	Latest	
E001	Low and Medium Voltage Motors	Latest	
E002	400V AC Distribution Switchgear & MCC's	Latest	
E003	Industrial Electrical Installations	Latest	
EC1	Installation, Testing and Commissioning of electrical equipment	Latest	
EE1	Motor Control Centre and Switchgear	Latest	
EE2	Squirrel Cage Induction and Wound Rotor Motors	Latest	
EE6	11KV Power Transformers	Latest	
FC005	General Earth Works to Plant and Building	Latest	
FC016	General Road Works	Latest	
FC021	General Specification for Terrace Construction	Latest	
FC026	General Specification for Road works	Latest	
FD001	Design Criteria for Structures	Latest	
FG001	General Requirements for Projects	Latest	Yes
FL001	Design and Fabrication Criteria for Ladders and Walkways	Latest	
FM001	General Mechanical Specification	Latest	Yes
FM002	Rubber lining of Vessels and Piping	Latest	
FM003	Welding of Fabricated Equipment	Latest	
FM273	Fire Tube Waste Heat Boiler	Latest	
FM432	Canvas specification	Latest	
FQ001	General Engineering Quality Requirements	Latest	Yes
FQ002	Non-Destructive Testing	Latest	Yes
FS001	Fabrication and Erection of Structural Steel	Latest	
FS002	Specification of Roof and Side Cladding	Latest	
FT001	Trestles and Access Platforms	Latest	
FV001	Requirements Vessels, Tanks and Heat Exchangers	Latest	Yes
FY001	Design/Fabrication of Piping	Latest	

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GC1	Civil excavation, Form work and Concrete work	Latest	
GC2	Interlocking Paving	Latest	
GC3	Packing and Grouting	Latest	
GD1 R	General requirements for Design	Latest	
GE1	Design of Electrical Installation1	Latest	
GM1	General Mechanical	Latest	Yes
GM2	Mechanical Erection	Latest	
GM3	Surface preparation and protection specification: Paint	Latest	
GM4	Pressure Vessels including Auxiliary equipment	Latest	
GM5	Pipe Standards Including Auxiliary Equipment	Latest	
GM6	Engineering Drawing and Document requirements	Latest	
MC002	Scope of Corrosion Protection Richards Bay	Latest	
MC003	Painting High Spillage Areas	Latest	
MC004	General Plant Painting Specification Low Temperature	Latest	
MC005	General Plant Painting Specification High Temperature	Latest	
MC006	Repair Damaged Steel Work	Latest	
MC007	Steel Denso Wrap System	Latest	
MC008	Pipe/Flange Protection Denso Wrap System	Latest	
MC009	General Plant Protection High Corrosive Areas	Latest	
MC010	Painting Tank Grillage and bottom side of floor plate	Latest	
MC011	Internal Painting of Tanks with Demineralized Water	Latest	

Number	Title/Description	Version	Applicable
APPLICABLE	SULPHOS PROJECT SPECIFICATIONS on this Tender		
SS-000000-C-005	Earthworks to foundations and buildings	Latest	
SS-000000-C-006	General specification for concrete construction	Latest	
SS-000000-C-007	Concrete specification	Latest	
SS-000000-C-012	Grouting	Latest	
ST-000000-C-016	General road works	Latest	

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SS-000000-C-017	Underground gravity pipelines, cable ducts and drain	Latest	
SS-000000-C-021	Terrace construction	Latest	
ST-350999-316-001	Civil and Building work- Sulphuric acid plant	Latest	
SS-000000-E-003	Industrial electrical installations	Latest	
SS-000000-G-001	Project general	Latest	
SS-000000-G-003	Corrosion protection	Latest	
SS-000000-Q-001	General quality requirements	Latest	Yes
SS-000000-Q-002	Non destructive testing construction site	Latest	Yes
SS-000000-S-001	Fabrication and erection of structural steelwork	Latest	
SS-000000-S-002	Roof & side cladding (by BEMA)	Latest	
SS-000000-M-023-A	Brick lining of rubber lined carbon steel equipment	Latest	
SS-000000-M-002-00	Rubber lining for steel equipment and piping	Latest	

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 9001 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.

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C.4. Project Requirements

The main purpose of this scope of work is to fix the annual rate contractor for AIA to perform all the inspection and certification for new fabrication and repair of all the pressure vessel, acid storage tanks, and steam lines.

The main works is of an inspection nature and requires the supply of all (including but not limited to):

- Materials,
- Specifications,
- Labour,
- Tools,
- Consumables,
- Scaffolding (Supplied by Foskor)
- Transport.

C.5. Plant Data

All work listed in the document will be executed for and at FOSKOR (PTY) LTD, The **RICHARD'S BAY PLANT, 21 JOHN ROSS PARKWAY.**

C.6. Scope of Work – General

1. Perform Non-Destructive test on a directive of the Approved Inspection Authority approved by Foskor Richards Bay
2. Issue the results of Non-Destructive Test to the Approved Inspection Authority approved by Foskor Richards Bay
3. Provide proof of relevant NDT inspection results on the regulated and non-regulated equipment's.
4. Conduct all statutory and in service inspections on equipment for Inservice for regulatory requirements.
5. In NDT mainly but not limited to do the Visual test, Ultrasonic thickness test, Radiography test, Eddy current test, Magnetic particle inspection test, Dye penetration test, Leak test, Acoustic emission test etc.
6. Supplier should be at site within 2 hrs. from the time of call out being made in working hours or after hours.

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Note:

Any fault found must be immediately informed to the responsible Engineer and the relevant documentation to follow within 24 Hrs.

All the Claims must be submitted in accordance with the above tendered items as per task performed.

C.6.1 Tender Required Documents

The following documentation

- Reference Letter (Similar Contract Undertaken).
- Quality Control Plan (QCP).
- Key personnel on the contract.

C.6.2 Site Conditions

- It will be imperative for the successful Tenderer to liaise with the Foskor (Pty) Ltd.'s designated team leader (Foskor representative) to ensure safety whenever site access is required.
- Full acid resistant PPE (personal protective equipment/clothing) must be always used.
- Be cautious of Vehicle and machine working in the area at all times.
- As it will be deemed that the prevailing conditions have been considered when tendering, no claims for extras arising from failure to observe all site conditions will be admitted.

C.6.3 Services which are known to exist on the site

The following services exist on the site:

- Water and air pipes.
- Phosphoric acid and Sulphuric acid pipes alongside the bridges
- Electrical cables and racking
- Steam
- Condensate
- Sewer line.
- Data/Instrumentation cables.

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.	ON REQUEST
4	Provide access to electricity connection points Any connection and consumption will be monitored by Tenderer and verified by Foskop on defined intervals (usually at the beginning and end of contract)	YES
5	Provide access to potable water 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	N/A
6	Provide a suitable area for site establishment for Successful Tenderer (Contractor). - 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	ON REQUEST
7	Provide access to ablutions facilities. (Not change rooms) - Successful Tenderer (Contractor)'s workers to be fully dressed in required PPE when coming on site. - The successful Tenderer to ensure that its workers/subcontractors/supplier that are making use of facilities, do so in an orderly and well-mannered way. - Successful Tenderer is not allowed to make use of 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 be of the opinion that it be necessary. Cost associated with such cannot be claimed from Foskop (Pty) Ltd.	YES
8	Assist in issuing of work clearances and HIRA certificates.	YES

2. Successful Tenderer (Contractor) Responsibilities

The successful Tenderer (Contractor) shall be responsible for (inter alia):		Applicable:
1	Review/Audit all FOSKOR RBY Statutory Equipment to confirm to latest regulation (PER).	YES
2	Provide proof of being certified to perform the inspection on the pressure vessels, acid storage tanks, and steel piping.	YES
3	Supply of own labour, supervision, equipment, specialized manpower and other staff to fulfill the scope of work	YES
4	Supply suitable (approved) personal protective equipment (PPE)	YES
5	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., Supervisor, Engineer/ Manager)	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.6.4 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.

C.6.5 Invoicing and Payment

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

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 Project Representative and need to contain the following minimum information:

- Company details, registration no and VAT registration no,
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- 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.6.6 Standing Time

a) Standing time is defined as a period measured in hours, when the Contractor's normal operational cycle is affected by causes by Foskor (Pty) Ltd such as permit issuing and gas leaks and result in a normal stoppage disruption to the regular progress of the Works.

b) Standing time due to rain will not be accommodated when work is done in the plant that is under shelter.

c) Payment to the Contractor for standing time will be certified only where, in Foskor (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.6.7 Progress of Works

Should Foskor (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, Foskor (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 Foskor (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.6.8 Penalty

If the Contractor, by the Due Completion Date, fails to complete the Works to the extent which entitles him to receive a Certificate of Practical Completion, the Contractor shall be liable to Foskor (Pty) Ltd for an amount of **0.1% 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.6.9 Claims: Extension of Time for Completion, Additional Payments, or Compensation**C.6.9.1 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 Foskor (Pty) Ltd Project Representative
- ii. Submit **written notice** to the Foskor (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.6.9.2 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.6.10 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
 - (v) is not executing the Works in accordance with the Contract, or
 - (vi) 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,
- (c) Foskor (Pty) Ltd may, by written notice to the Contractor, terminate the Contract and withhold any payments due until further notice.

C.6.11 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.

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C.7. Foskor Safety Documents to be submitted, Environmental and Site Management**C.7.1 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 OHS Act at the Foskor (Pty) Ltd Safety Department.
- Compliance with Legislation requirements which includes the OHS Act, NEMA (National Environment Management Act) and other relevant applicable Legislation.

* *Copy of requirements available from Foskor SHREQ Department.*

C.7.2 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.

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.8. 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 Pressure Equipment Regulations, and all other safety codes and specifications referred to in the said PER.

C.8.1. 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 always wear Foskor minimum required PPE namely safety glasses, acid resistant overalls, safety harnesses (on heights), safety boots or steel cap gumboots, ear protection and gas masks (Half mask double filter – screw type with filter type A1B1E1K1 – North Safety Product or similar approved product) and goggles (Uvex ultra vision – W1663459B – DIN CE 0196) preferably in a pouch. Should a Contractor be found on site without the above-mentioned safety clothing, he will be removed from site and will not be allowed to return. FFP3 dust mask fitted with an exhalation valve must be used when working in dust in on the B&D Store.
- c. 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.
- 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 Contractor's vehicle when entering the Plant must always have rotating orange lights on.
- 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 the 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.

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- m. Due to the length of the project, if over 12 months, it is required of the contractor to show proof of retraining staff working on heights including rope access personnel every month.

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 (Applicable for work with asbestos): -

- 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 be a registered asbestos contractor in terms of Asbestos Regulations (OHS Act). The contractor must be able to prove the following:
 - 1) Employees are conversant and trained as per regulation 5 of Asbestos Regulation (OHS Act) prior to the exposure of asbestos dust
 - 2) Is a registered asbestos contractor in terms of Asbestos Regulation and compliance with the Asbestos Regulation (OHS Act).
 - 3) Work procedure regarding dismantling of asbestos cement sheeting as per regulation 15 of Asbestos Regulation (OHS Act).
 - 4) Work Plan regarding demolition of asbestos cement sheeting as per regulation 21 of Asbestos Regulation (OHS 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.9. 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.10. Quality Management

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

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.10.1 Quality Control:

- i. Quality of work must be always monitored and controlled at a high level. The Contractor shall show proof of this by providing and maintaining a Quality Control Plan (QCP).
- ii. If Foskor did not approve the quality of work being produced, the supplier will have to redo work to a standard that is acceptable to Foskor (Pty) Limited. This will be for the Contractor's account. Foskor (Pty) Ltd will not entertain any claims arising from this.
- iii. A detailed QCP (Quality Control Plan) shall be submitted within 3 days of contract award.
- iv. Quality of work must be always monitored and controlled at a high level.
- v. 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.
- vi. At each milestone, the designated Foskor (Pty) Ltd Quality Representative must approve the quality and standard of work being produced.
- vii. 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.

Section D: BILL OF QUANTITIES

<u>NON-DESTRUCTIVE TESTING:</u>			
1	DE and/or NDE (Non-Destructive examination) and/or NDT testing	Hr	
2	<u>Consumables</u>		
3	40 x 10" Radio Graphic films	Film	
4	40 x 20" Radio graphic films	Film	
5	Dye Penetrant	Per set of Can	
6	Magnetic Particles	Per set of Can	
7	High temperature gel.	Tube	

Section E: TECHNICAL EVALUATION CRITERIA

E.1 Technical Evaluation Criteria for this Tender which excludes Commercial Evaluation:

Evaluation Criteria (Technical, excludes Commercial Evaluation)				
No	Technical Criteria Description	% Contribution	Proof / documents to be submitted	Notes
1	Mandatory - Compliance with Scope of Work Specifications - Weight not to be less than 20%			
a)	Submission of tender documentation as mentioned on Section A.4.3 of scope document. Scoring: If all required documents are not submitted = 0%; If all submitted =20%	20%	Provide all required documents as a proof.	
2	Reliability -			

Evaluation Criteria (Technical, excludes Commercial Evaluation)				
No	Technical Criteria Description	% Contribution	Proof / documents to be submitted	Notes
	Supplier reliability to complete the project safely in time, quality and budget - Weight not to be less than 60%			
a)	Suitability of work methodology in line with safe working procedure. Scoring: non-provision and submission of work methodology = 0%; provision and submission of provision of work methodology = 20%	20%	Provide work methodology.	
b)	Suitability of Quality Control Plan (QCP). Scoring: If the QCP is not submitted = 0%; If the QCP is submitted = 20%	20%	Provide Quality Control Plan.	
c)	NDT Certification under ISO17024 or ISO 9712 Scoring: No Certification= 0%; Certificated = 20%	20%	Provide Certification	
3	Competence - Supplier experience & team competence - Weight not to be less than 20%			

Supplier previous experience in similar work, ~~Non Destructive Testing Contract at Foskor facility in Richards Bay~~ magnitude, and complexity.

Evaluation Criteria (Technical, excludes Commercial Evaluation)				
No	Technical Criteria Description	% Contribution	Proof / documents to be submitted	Notes
a)	Experience with NDT Scoring: Experience < 2 years = 0% 2 years ≤ Experience < 5 years = 10% Experience ≥ 5 years = 20%	20%	Provide record of previous similar experience as per B.4 format mentioned in the scope of work.	
Total Technical Score		100.00%		
Note: For the bid to be considered the bidder needs to score 70% and above, and comply to all mandatory requirements				

THE END OF THE SCOPE OF WORK

Non-Destructive Testing Contract at Foskor facility in Richards Bay