

SCOPE OF WORK FOR PAYLOADER HIRE CONTRACT FOR PRODUCT LOADING

Tender no: FTP / /

Cost Code:

Revision¹: 2 0.1.n see legend at bottom of page

Revised date: 15 August 2024

NAME	TITLE	EMPL. No	SIGNATURE	DATE
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COMPILED - RECOMMENDATION

Frans Majwede	Garage Supervisor	19043		22/10/2024
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COMPREHENSION AND ACCEPTANCE

Gullipalli Srinivasa Rao	Maintenance Engineer	504804		22/10/2024
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APPROVAL TO PROCEED

Sifiso R Majola	Senior Manager Maintenance	15480		24/10/2024
Charles Mavuso	Senior Manager: SHREQ	504688 502560		24/10/2024
Sam Mbuyazi	General Manager Acid Division	500441		24/10/2024

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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 Supply of A PAYLOADER FOR HIRE CONTRACT FOR PRODUCT LOADING

The tender Instructions are to be found in Section A.

The Supply Works Forms of Tender is stipulated in Section B.

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

Technical Evaluation Criteria Section D.

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

Designation

For the attention of

Telephone

Fax

Cell no

Email

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. FTP / /

Contract Title:

**The Supply of PAYLOADER HIRE
CONTRACT FOR PRODUCT
LOADING**

The Manager Procurement
FOSKOR LIMITED
21 John Ross Parkway
Richards Bay

Closing Date & Time:

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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 Site Inspection

An official Site inspection is not mandatory for supply of Payloader for Hire Contract for product loading. If Supplier wants to visit should follow the below procedure.

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),	Yes
Hard Hat	Yes
Safety Shoes	Yes
Safety Glasses	Yes
Hearing protection	Yes
Gloves	Yes
Gas respirator	Yes

IMPORTANT

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

A.4 Examination and Completion of Documents

- A.4.1 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.4.2 The Sections of this document shall not be separated in any way, nor shall any pages be detached therefrom.

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 Supply, 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.

A.6.2 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.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, programmed 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.
 - 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,

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 Preliminary & General (P&G).				
1.01 Cost of Payloader for Hire Contract				
Sub Totals Sum (Excluding VAT)				
2.0 Add: VAT		15%		
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 Supplier is in no way obligated to these dates. An obligatory final programme will only be required once the tender is awarded)

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Commencement Date (Guide: 2 weeks from tender close date)

Within 7 days from receipt of Purchase order.

Completion of Final Handover (Guide: Project duration)

OTHER IMPORTANT NOTES

- **'Defects Liability Period'** shall be that period in force for Foskop to call upon the Supplier/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 Supplier, 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.

B.2.1 Project Completion and Handover; Retention

Unless otherwise agreed, Project Completion (handover), shall be deemed to be from date of Foskop issuing a Project Complete/Handover Certificate to the Supplier. 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.

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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-supplier 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-Supplier or Temp?	Years Related Experience
Site Engineer/ Manager				
Payload Operator				

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 Contract Undertaken

Please provide a list of work done on supply 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

B.5 Site Inspection Certificate – To be signed by Tenderer (Not Applicable)

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

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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

Foskor Richards bay Division handles crushed phosphate rock in the phosphate rock store, finished fertilizer product, re-worked fertilizer product (sweepings) and sand in the Granulation and Materials Handling plants and crushed Sulphur in the Sulphur store. Fertilizer products may also contain micronutrients such as zinc, copper and Sulphur added into these products depending on customer requirements.

Granular fertilizer produced is stored in a 48000 tons capacity Fertilizer Product store. The product store has 13 bays, and the product is stored in each bay depending on fertilizer type produced. The fertilizer is fed from the bays into dedicated hoppers by use of a pay loader.

The fertilizer is then transported from hoppers straight into conveyor systems to the necessary delivery point. The rock store is filled by an in-feed conveyor and occasionally by tip-trucks. The pay loader is required to transfer phosphate rock powder to the loading hoppers for plant production.

The Sulphur store is filled by an in-feed conveyor and occasionally by tip-trucks. The Pay loader is required to transfer crushed Sulphur to the loading hoppers for plant production.

Conclusion: The above situation requires an annual contract for hiring of Payloaders.

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 & Safety act	Latest
107 of 1998	NEMA act	Latest
Act 36 of 1947	Fertilizer farm feeds & Animal act	Latest
Act 93 of 1996	National Road Traffic act	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.

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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
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	
FL001	Design and Fabrication Criteria for Ladders and Walkways	Latest	
FM001	General Mechanical Specification	Latest	
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	
FQ002	Non-Destructive Testing	Latest	
FS001	Fabrication and Erection of Structural Steel	Latest	
FS002	Specification of Roof and Side Cladding	Latest	
FT001	Trestles and Access Platforms	Latest	

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FV001	Requirements Vessels, Tanks and Heat Exchangers	Latest	
FY001	Design/Fabrication of Piping	Latest	
COP 6	Contractor Control	Latest	YES
COP 84	Hazardous substances	Latest	YES
COP 82	Waste Management	Latest	YES
COP 96	Mobile trackless Machines	Latest	YES
GE1	Design of Electrical Installation1	Latest	
GM1	General Mechanical	Latest	
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	
SS-000000-C-017	Underground gravity pipelines, cable ducts and drain	Latest	

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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	
SS-000000-Q-002	Non destructive testing construction site	Latest	
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.

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.

C.4. Project Requirements

The Contractor shall provide for the supply of PAYLOADERS, deemed necessary to complete the required scope of work as per the applicable specifications as set out in this document.

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, 3900 South Africa.**

C.6. Scope of Work – General

The contractor is responsible for the supply of payloaders as per the requirements of Foskor. Proposals are hereby invited for the services of a contractor to supply three front end loaders, with operators, mainly to service the Granulation/Materials Handling, Phosphoric Acid plant, Sulphuric acid plant, And for Material Handling– 1 Qty with operator during **Sulphur ship Off loading** & for **Rock ship loading**. The Contractor must also make provision for a spare machine which will be kept on-site in case of machine breakdowns.

Sulphur ship offloading payloader (ad hoc)

This payloaders shall be used in the Sulphur store to back stack sulphur offloaded by trucks to create more offloading space. The supplier shall brief the drivers on the task-based risk assessment. The Foskor Shift Supervisor shall brief the drivers on the Foskor Sulphur store baseline risk assessment and procedure to be followed when working in the Sulphur store. The proof of training shall be kept in the files.

Rock ship loading Payloader (ad hoc)

This payloader shall work in the Rock store to load rock trucks inside Rock store when loading rock ship. The payloader shall move rock spillages around Kusasa Tower and Tower number one to the Rock store. The payloader shall screen rock with foreign material in Rock store. The supplier shall brief the drivers on the task-based risk assessment. The Foskor Shift Supervisor shall brief the drivers on the Foskor Rock store baseline risk assessment and procedure to be followed when working in the Rock store. The proof of training shall be kept in the Shift Supervisor's files.

The contractor is responsible for the maintenance of and all necessary repairs to, the payloaders, the cost of which shall be borne by the contractor and is included in the monthly rates.

The contractor shall also provide a qualified Operator for the supplied payloaders. If the designated Payloader Driver is found to be not conforming to Foskor safety rules (alcohol, PPE etc.), Contractor should arrange for alternative Operator at no cost to Foskor same time.

The contractor shall ensure the condition for the Payloader conforms to the requirements of the OHSAS Act and Foskor Regulations and Safety Standards.

As per the OHSAS act payloader operator must be certified to the norms stated.

The contractor shall ensure that the payloader is made available to Foskor 24/7.

Supplier Should maintain daily site log entry signed by Foskor Supervisor. It must include number of hrs. worked with job details clearly mentioned on it.

Daily log entry and Time sheets must be added with the invoice during submission.

C.6.1 Tender Required Documents.

The following documentation

- Reference Letter (Similar Contract Undertaken).
- ISO 9001 Accreditation.
- Provide Equipment Maintenance Checklists.
- Load Test Certificates & Operator Licensing for Payloader operation.

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C.6.2 Specifications & Requirements

The following requirements shall be adhered to, always: -

- 6.2.1. The pay loader bucket capacity of 6 m3 for phosphoric acid plant.
- 6.2.2 The pay loader bucket capacity of not less than 4 m3 for the other plants.
- 6.2.3 The supplier will be paid per monthly rate for supplied service.
- 6.2.4 The pay loaders must be operational continuously without any interruption during diesel fuelling and operator change-over.
- 6.2.5 The supplier shall provide competent, licensed pay loader drivers who are regularly tested and fully certified to carry out work as specified in the contract.
- 6.2.6 The proposal to be based on a dry rate whereby Foskor will provide the diesel.
- 6.2.7 The supplier should ensure that his/her drivers are fully trained and inducted as per Foskor induction requirements & procedure and regular medical checks/inspections are carried out as per Foskor Safety requirements.
- 6.2.8 All drivers will be expected to produce proof of medical fitness.
- 6.2.9 A "letter of good standing" from the Department of labor would be required before the contractor is allowed onsite. This must be maintained yearly and the most recent "letter of good standing" must be submitted to Foskor annually.
- 6.3.0 Pay loader Drivers must always carry a valid pay loader driver's license when working on Foskor premises as this may be required at any time by a Foskor Official.
- 6.3.1 Pay loader drivers must wear the correct PPE as stipulated in the Foskor procedure.
- 6.3.2 The supplier should be available 24 hours on demand and at short notice.
- 6.3.3 All pay loaders must be in good working condition and be clean i.e. with no oil leaks, water leaks or smoke. No traces of contaminants that could contaminate Foskor product, premises, etc. are allowed.
- 6.3.4 All payloaders supplied must be fitted with fire suppression systems and these must be always maintained in good working order.

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6.3.5 All payloaders cutting edges must be fixed with Non sparking cutting edge materials like UHMW ,Tuff Kast ,Laminated Rubber ,Polyurethane.

6.3.6 All payloaders must be equipped with spark arrestors muffler.

6.3.5 Any shift changes, driver changes or pay loader changes must take place at the specific worksite concerned and not at the Foskor entrance gate or any other location, unless specifically instructed.

6.3.6 The pay loader operators coming "on shift" must first report to the Production Supervisor/Production Controller at the start of each shift.

6.3.7 The consumption of alcohol or any drug substance is strictly prohibited within Foskor premises. Should any driver be found under the influence of such substances, Foskor will remove such person from site immediately and may take legal action against the offender.

The tenderers must take note of the following and make allowance for it in their lump sum price.

C 6.3 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.	N/A
4	Provide access to electricity connection points Any connection and consumption will be monitored by Tenderer and verified by Foskor on defined intervals (usually at the beginning and end of contract)	N/A
5	Provide access to potable water. Connection and consumption would need to be monitored by Successful Tenderer (Supplier) and verified by Foskor on intervals (usually at the beginning and end of contract) defined by Foskor	N/A
6	Provide a suitable area for site establishment for Successful Tenderer (Supplier). - Successful Tenderer to formally in writing motivates, request and define the area and services it deems necessary for site establishment. - Foskor will at its own discretion (if request is approved) allocate a site establishment area, however Foskor can should it deem necessary retract or re-define its approval by giving reasonable notice to the successful Tenderer	N/A
7	Provide access to ablutions facilities. (Not change rooms) - Successful Tenderer (Supplier)'s workers to be fully dressed in required PPE when coming on site. - The successful Tenderer to ensure that its workers/sub suppliers/ supplier that are making use of facilities, do so in an orderly and well-mannered way. - Successful Tenderer is not allowed to make use of Foskor's change room or tearoom facilities unless agreed to in writing. - The successful Tenderer might be called on to assist with the maintenance and cleaning of ablutions, should Foskor at its discretion be of the opinion that it be necessary. Cost associated with such cannot be claimed from Foskor (Pty) Ltd.	N/A
8	Assist in issuing of work clearances and HIRA certificates.	yes

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6.3.1. Successful Tenderer Responsibilities

The successful Tenderer (Supplier) shall be responsible for (inter alia):		Applicable:
1	Supply of a Payloader for Hire Contract for Product Loading	YES
2	Provide checklist and test certificates of the equipment.	YES

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 Supplier must immediately bring to Foskop'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 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 charges

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 Foskop (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 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.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 Supplier in writing, with specific reference to this Clause, and the Supplier 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 Supplier, by the Due Completion Date, fails to complete the Works to the extent which entitles him to receive a Certificate of Practical Completion, the Supplier 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 Supplier 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 Supplier 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 Supplier 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
 - (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,
- (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 Supplier 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.

C.7. Foskor Safety Documents to be submitted, Environmental and Site Management**C7.1 Site conditions:**

The work areas can be noisy and dusty during the loading process; therefore ear protection and dust mask are required.

C.7.2 Safety SHE:

- i) The pay loader operating area is inside the Plant and proper PPE is therefore always required.
- ii) The Contractor shall comply with all Foskor Regulations and Safety standards.
- iii) The Contractor must be familiar with COP6 and a submission of a safety plan for approval by Foskor Safety Department will be required prior to site access.
- iv) The Contractor shall fully comply with the OHS Act (Act 85 of 1993) especially Section 37(2).
- v) Contractor to sign the Section 37(2) agreement at the Safety office.
- vi) Pay loader Operators should fill in the Checklist before resuming the loading and record any defects which may arise, by requesting process to inform the supervisor, according to COP96 MTT the shift supervisor must sign the checklist.
- vii) Checklist to be kept as record for a period of 3 months, for plant Audit purpose.
- viii) A safety plan for the work to be done by the contractor.
- ix) The contractor must appoint a qualified Safety Officer with at least Diploma in Safety Management or SAMTRAC or both either on a full time or part-time basis to conduct the following responsibilities:
 - Conducts and submit audits monthly.
 - Conduct and submit inspections monthly.
 - Compile and submit safety monthly report to Safety Department.
 - Perform safety talks and awareness training and submit evidence to Foskor.
 - Visibility on Site.

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- Conduct inspections on PPE and provide evidence to FOSKOR.
- Continuously update Safety File.

x) A contractor to submit a comprehensive task-based risk assessment that has acknowledged the FOSKOR baseline risk assessment and method statement.

xi) A contractor to appoint a full-time Supervisor to manage and supervise all the activities of his/her employer.

xii) All new work activities must have scope of work and communicated to Safety Department before starting with the work with exception of emergency breakdowns.

xiii) **All maintenance emergency works and consultants are exempted** from the above-mentioned safety requirements.

C.7.3 SHREQ Requirements

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

- a) Familiarize itself and comply with all FOSKOR Safety Standards and Regulations, including COP6 and COP82;
- (b) Submit a safety plan for approval to the FOSKOR Safety Department prior to site access/ site establishment.;
- (c) Fully comply with the OHS Act (Act 85 of 1993). It is essential to sign the Section 37(2) agreement with the Safety Department prior to site access.
- (d) Ensure compliance with Environmental legislation (Spills, incident & waste management), and contact the Environmental Dep. for Waste control.
- (e) on entering site, must wear the following FOSKOR minimum required PPE at all times namely: hard hat, safety glasses, safety steel cap boots or steel cap gumboots, ear protection, acid /Flame retardant overall (Approved to supplier - North Safety). Additional PPE are: safety harnesses (for working at heights), and recommends gas masks (Half mask single filter – screw type with filter type A1BE1K1 – 3M Product or similar approved product) and goggles (Uvex ultra vision W1663459B – DINCE 0196) preferably in a pouch. Should Supplier staff be found on site without the above (must wear) – mentioned safety clothing, he /she will be removed from site and will not be allowed to return;
- (f) Provide appropriate safety procedures and written work instructions to the staff and sub-contractors to minimize the risk of injury;
- (g) Ensure all his personnel have attended the Safety Induction by FOSKOR before they enter site; and

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- (h) Renew his clearance certificate every day before work start and sign off at the end of each shift at the plant control room. With the new permit a new HIRA is to be filled completed in conjunction with Foskor responsible person.
- (i) It is Mandatory for payloaders supplier to comply with the use of stop blocks/ chocks implemented by Foskor with effect of 01 September 2023!
- (j) As part of Foskor's continuous commitment to the safety of all, we are implementing an essential safety measure that will come into effect on 01 September 2023. This measure pertains to the mandatory use of stop blocks within the plant.
- (k) Payloaders operators are to use Stop blocks and chocks when payloaders is stationary, and when performing maintenance tasks that require the mobile equipment to be immobilized.
- (l) Payloaders operators must ensure that the stop blocks and chocks are used correctly, depending on the level on the ground Stop block and chocks are to be used behind and in front of the wheels, on each axle to eliminate the highest risk of accidental movement.
- (m) All Payloaders entering Foskor site, must ensure that they have suitable and adequate amount of stop blocks and chocks available with Payloaders.

C.7.4 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.

The following safety violations will lead to immediate dismissal from site

- Start-up or shutdown of plant(s) or equipment without following the required procedures and instructions.
- Working without HIRA's and clearance in all the identified required tasks.
- Working within a height of 2 meters or higher without using the correct fall arrest.
- Working on equipment that requires isolation and lockout but the isolation and lockout not conducted/done.
- Tampering with and/or making safety devices inoperable.
- Operating or allowing operation of mobile equipment (including locomotives) without a valid license.
- Using/Allowing the defective mobile equipment (including

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- locomotive) to be operated while defective.
- Willful misconduct that could lead to an incident.
- Allowing equipment/items to leave the plant without being tested for radiation, cleared and permission granted by an authorized official.
- Tampering with electrical switchgear or conducting work in substations whilst not authorized.

C.8. OHSA 1993 Health and Safety Specification

This specification covers the health and safety requirements to be met by the successful Tenderer (Supplier) to ensure a continued safe and healthy environment for all workers, employees, and sub suppliers/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. 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

Product spillage in front of hoppers and driveway during loading to be removed/cleaned immediately and be put into the correct storage bay for loading.

Loading hoppers and other Foskor equipment are to be treated with the necessary caution and care to ensure no damage of Foskor equipment.

Any accident or incident must be immediately reported to the Foskor Supervisor regardless of how minimal such damage may be.

- The product store has numerous similar bays where different grades of fertilizers are stored. No product contamination will be allowed.
- There are space restrictions in the store, so extra precautions to be taken when reversing or driving. Reverse buzzers to be always maintained in good functional condition.
- It must be noted that compulsory alcohol testing is done by the Foskor security Personnel.
- Any delays or losses suffered by Foskor due to Supplier/Driver conduct may incur claims.

C.10.1 Quality Control:

- i. Hired Payloaders must have permanently affixed, and legible identification markings as prescribed by the manufacturer that indicate the recommended load test certificates.
- ii. Quality of work must be always monitored and controlled at a high level.

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C.10.2 BILL OF MATERIAL.

PAYLOADER HIRE CONTRACT		
Scope	UOM	Rate
Payloader & Driver -Phos Operations (6m3 Bucket)	Monthly Rate	
Payloader & Driver -Granulation plant (4m3 Bucket)	Monthly Rate	
Payloader & Driver -Sulhuric acid plant (4m3 Bucket)	Monthly Rate	
Payloader & Driver -Material Handling Phosphoric Rock Loading Sulphur Off Loading (6m3 Bucket) Adhoc	R / Hr	

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Section D: TECHNICAL EVALUATION CRITERIA

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

Evaluation Criteria (Technical)				Notes
MANDATORY DOCUMENTS				
Proof of Ownership or lease agreement. Pay Loaders Load test certificates or proof it is a new machine.				
TENDER TITLE				
No.	Technical Criteria Description	% Contribution	Proof/Documents to be submitted	
1	Compliance with Scope of Work Specifications - Weight not to be less than 20%			
a)	Submission of Engineering Details /Equipment maintenance checklist. Scoring: If all required documents submitted=20%; If all required documents not submitted = 0%	20%	Equipment Technical data and checklist.	
2	Reliability - Supplier reliability, quality and budget - Weight not to be less than 60%			
a)	Suitability of work methodology in alignment with safe work procedure and care of environment. Scoring: Scoring: If all required documents submitted=20%; If all required documents not submitted = 0%	20%	Provide project specific method statement demonstrating safe working procedure.	
b)	Suitability of quality maintenance plan in alignment with acceptable standards and best practice in maintenance of vehicles Scoring: If all required documents submitted=20%; If all required documents not submitted = 0%	20%	Provide specific TPM.	
c)	Fleet & Service history for vehicles provided to Foskop . Scoring: If provided =20%; If not = 0%	20%	Service history of equipment which are allocating to Foskop or proof its new.	

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3	Competence - Supplier experience & team competence at Foskor Richards Bay - Weight not to be less than 20%		
a)	Supplier previous experience in similar work, environment. Scoring: Similar Experience < 3 years = 0% Similar Experience >= 3 years = 20%	20%	Provide record of experience demonstrating similarities services.
Total Technical Score: 100 % 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

