

REMOVE SLUDGE FROM No.7 EXPORT TANK

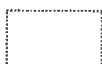
Revision¹: 0.2 see legend at bottom of page

Revised date:

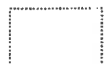
NAME	TITLE	Empl. no	SIGNATURE	DATE
COMPILED - RECOMMENDATION				
Wiseman Mvelase	Prod. Engineer Phos Acid	11640		22/08/2025
APPROVAL TO PROCEED				
Sagie Moodley	Snr. Manager Production Phos Acid	502110		22/08/2025
Charles Mavuso	Snr Manager SHEQ	502688		25/08/2025
Sam Mbuyazi	G.M Operations – Acid Division	500441		25/08/2025

¹ Revision Legend:

0.n = Draft, 1= Final version
Thus first draft = 0.1, second draft = 0.2, etc, and final approved = 1.0
Should the final be revised for whatever reason the revision would be 1.1 etc.



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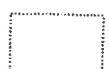
Definitions:

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

Foskor	: Shall only mean and refer to Foskor (Pty) Ltd.
Tenderer	: Shall mean a business company, organization or person who undertakes to conduct such works as described in the Scope of Work section of this document and as submitted by means of return Tender.
Contractor	: Shall mean a business company, organization or person who undertakes to conduct such works as described in the Scope of Work section of this document. Unless otherwise specified, the Tenderer and the Contractor will be deemed to be one and the same.
He/His/Himself	: Shall also refer to the opposite gender as well or a company of individuals or combination of persons of different genders as applicable to the Tenderer.



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Section C: SCOPE OF WORKS

C.1. Background, Present Situation and Proposed Solution

C.1.1 Background

Foskor Richards Bay, Acid Division, is a chemical manufacturing plant that manufactures sulphuric acid, phosphoric acid, and mono-ammonia phosphate fertilizer. During the process of manufacturing phosphoric acid, a by product of gypsum is formed. Most of this gypsum is filtered and slurried with sea water, thereafter, pumped to sea. Some gypsum is carried over to the export tanks, where it accumulates over time.

C.1.2 Present Situation

The export tanks have accumulated sludge which consists mainly of gypsum and approximately 18% phosphoric acid. This sludge consumes space in the export tanks which requires removal of sludge to avail space for export acid. The export acid tank no. 7 has accumulated around 3700 tons of sludge which requires to be removed from the tank. The tank has also developed a crack on its side which has caused most of the liquid to leach out of the tank. This crack has been braced to prevent the tank from collapsing.

C.1.3 Proposed Solution: Reason for this Tender

Foskor requires the abovementioned tank to be cleaned of all the sludge and loaded onto trucks or waste skips. This will then be transported offsite if necessary for disposal. The successful contractor will develop a methodology of removing the sludge from the tank whilst maintaining the integrity of the tank, neutralize the sludge with lime which will be provided by Foskor and load this material onto transport which will be provided. The contractor will supply all materials for cleaning and handling the sludge.

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
S28 NEMA (1998)	Duty and care of environmental degradation	Latest
SANS 1200 A	GENERAL	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.

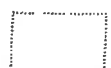
The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SANS) in Pretoria.

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

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

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

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

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

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

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

C.4. Project Requirements

The main purpose of this scope of work is to develop the methodology of removing of the sludge from the tank while maintaining the integrity of the tank.

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

C.5. Plant Data

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

C.6. Drawings and/or Equipment Manuals

N/A

C.7 Scope of Work - General

The scope of work calls for a suitably competent contractor and includes for the following:

The Contractor to supply as per the completed Bill of Quantities and which includes but not limited to: site establishment and de-establishment, procurement, and construction. The supply of any equipment/material that is suggested by the Contractor must be approved by FOSKOR.

The contractor to provide with his tender method of cleaning and work program.

All specialized equipment/material shall be installed as per recommendation by the manufacturer of the supplied material/equipment. Any deviations from Manufacturer recommendations must be suitably justified.

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

After completion of work, the Contractor must allow for inspection with FOSKOR (Pty) Limited and the nominated Contractor.


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The project to be undertaken in terms of the latest revisions and amendments of all relevant legislation, standards, and Codes of Practices. The Contractor will complete the Works in accordance with all statutory obligations and all other relevant requirements. The Contractor is specifically reminded of the requirements in terms of the Occupation Health and Safety Act, Act 85 of 1993 and latest amendments in terms of this project.

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

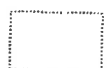
C.7.1 Scope of Work - Extent

The Contractor understands and shall fully satisfy the scope of required services, as described in the tender no handed out at the site inspection held on (date) _____, which is generalized as follows:

- Site establishment and removal of establishment on completion.
- Complying with relevant health and safety regulations.
- Execution, management, and supervision of contract.



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C.7.1.1 Cleaning of sludge from E7

1. Work execution

- a) Make adequate provision for OHSE controls and the duration of cleaning the tank.
- b) Comply with process instructions as required.
- c) Comply with Foskor form of tender.
- d) Adhere to engineer's site instructions.

C.7.1.2 Included Work

This contract provides for the Contractor to fulfil the following functions:

- a) The supply and application of all safety procedures, equipment, and personal protective equipment applicable to the works.
 - b) The supply of all plant, equipment, materials, transport, labour, incidentals, fuels etc. and supervision to carry out the works.
 - c) The removal of all redundant material, rubble, and spoil to the Foskor free issue skip.
 - d) The cleaning, quality control testing and maintaining a quality control system.
 - e) Payment of import and custom duties.
 - f) Transportation and delivery to the designated site in the Foskor plant as required in terms of scope of works.
 - g) Supervision of erection of the contract works, i.e., offloading from transport, safe storage, handling to situation, installing, setting to work, testing, maintaining prior to the practical completion date and all other work incidental thereto.
1. It is preferred that the supplier submit contact details for a designated 'point of contact' person who will be authorized to receive information and act on supplier's behalf.
 2. Foskor's Health & Safety Representative will deal with all matters relating to the Health & Safety specifications and Construction Regulations relating to this assignment.
 3. A pre-requisite of this contract is that the supplier confirms that he shall carry the necessary indemnity insurance cover to the extent of the liabilities contemplated.
 4. The Tenderer should determine the work methodology and approach. However, it is imperative that the outcome of the works meets all the criteria related to this project.

C.7.2 Site Conditions

It will be imperative for the successful Tenderer to liaise with Foskor (Pty) Ltd.'s designated project leader (Foskor representative) to ensure safety whenever site access is required. Be cautious of Foskor equipment, employees and contractor employees always doing their routine maintenance and daily duties in the area. 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.

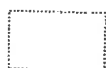
C.7.3 Services which are known to exist on the site

The following services exist on the site:

- Water, sewer, stormwater, and fire water.
- Electrical and instrumentation cables.
- Railway line.
- Perimeter fence.

C.7.3.1 Foskop Supplied Services

Foskop (Pty) Ltd shall be responsible for:		Applicable:
1	Supply a copy of the relevant Foskop Procedure Specification(s).	refer C.3
2	Supply a copy of reference drawings if required.	refer C.6
4	Provide access to electricity connection points 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	YES
6	Provide a suitable area for site establishment for Successful Tenderer (Contractor). - Successful Tenderer to formally in writing motivate, 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



C.7.3.2 Successful Tenderer (Contractor) Responsibilities

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

Note that concerning above:

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

C.7.4 Certification by Recognized Bodies

N/A

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

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



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C.7.6 Nominated Sub-Tenderers

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

The following Sub-Tenderers are nominated:

Contractor	Concerning Works	Contact

C.7.7 Invoicing and Payment

Payment will be made by Foskor (Pty) Ltd, after approval by the production engineer after submitting the payment certificate to the tenderer within 30 days from the date of statement

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 Foskor (Pty) Ltd's Project Representative and need to contain the following minimum information:

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

C.7.8 Standing Time

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

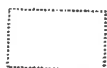
Payment to the Contractor for standing time will be certified only where, in Foskor (Pty) Ltd's opinion, the delay was clearly beyond the reasonable control of the Contractor and the Contractor further took all reasonable measures to avoid or reduce such delay and such delay imposed direct costs to the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

C.7.9 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.7.10 Penalty

If the Contractor, by the Due Completion Date, fails to complete the Works to the extent which entitles him to receive a Certificate of Practical Completion, the Contractor shall be liable to 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.7.11 Claims: Extension of Time for Completion, Additional Payments or Compensation

C.7.11.1 Claims Procedure

The following provisions shall apply:

- i. Claims are to be submitted in writing within **7 days** after the circumstances, event, act or omission giving rise to such claim has arisen or occurred to the 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.7.11.2 Extension of Time for Completion

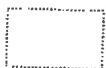
The whole works shall be completed within the time agreed upon.

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

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

If:

- (a) (i) The estate of the Contractor shall be sequestrated (provisionally or finally), or
 - (ii) The Contractor shall publish a notice of surrender of his estate as insolvent, or
 - (iii) The Contractor, being a company or a close corporation, shall go into liquidation (provisionally or finally), or
 - (iv) The Contractor shall assign the Contract without the consent in writing of Foskor (Pty) Ltd having first been obtained, or
 - (v) The Contractor shall enter into a compromise with the general body of his creditors, or
 - (vi) The Contractor shall have an execution levied on his goods, or
- (b) the Foskor (Pty) Ltd Project Representative shall certify in writing to Foskor (Pty) Ltd, and to the Contractor/Consultant, with specific reference to this Clause, that in his opinion the Contractor/Consultant:
 - (i) has abandoned or repudiated the Contract, or
 - (ii) has, without reasonable excuse, failed to commence the Works in terms of the time allowed and agreed to, or



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- (iii) has suspended the progress of the Works without due cause, or
- (iv) has failed to proceed with the Works with due diligence, or
- (vi) is not executing the Works in accordance with the Contract, or
- (vii) has, without the approval of the Foskop (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 Foskop (Pty) Ltd Project Representative, referring specifically to the default concerned and to this Clause, failed to remedy the default,

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

C.7.13 Urgent remedial work

All designs changes or remedial action must be communicated to the Foskop Engineer or the authorized Foskop 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 Foskop 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 Foskop (Pty) Ltd is work which the Contractor was liable to do at his own expense under the Contract, all costs incurred by Foskop (Pty) Ltd in so doing shall be determined by Foskop (Pty) Ltd or its agent and shall on demand be paid by the Contractor to Foskop (Pty) Ltd.

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

C.8.1 Site Conditions:

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

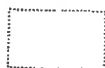
C.8.2 Safety SHE:

- i) Proper PPE is always required.
- ii) The contractor shall comply with all Foskop Regulations and Safety standards.
- iii) The contractor must be familiar with COP6 and submission of a safety plan for approval by Foskop Safety Department will be required prior to site access.
- iv) The contractor shall fully comply with the OHS Act (85 of 1993) especially Section 37(2).
- v) Contractor to sign Section 37(2) agreement at the Safety office.
- vii) Checklist to be kept as record for a period of 3 months, for plant Audit purposes.

C.8.3 SHREQ Requirements

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

- a) Familiarize itself and comply with Foskop Safety Standards and Regulations, including COP6 and COP82.
- b) Submit a safety plan for approval to the Foskop 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 and waste management), and contact the Environmental Department for waste management.
- e) On entering the site, must always wear the following Foskop minimum required PPE namely: hard hat, safety glasses, safety steel cap boots or gum boots, ear protection, acid/flammable retardant overall (Approved to supplier – North Safety). Additional PPE are safety harness (for working at height) 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/her personnel have attended the safety induction by FOSKOR before they enter site and
- h) Renew his/her clearance certificate every day before work starts and sign off at the end of each shift at the plant control room. With new permit a new HIRA is to be filled completed in conjunction with FOSKOR responsible person.

C.8.4. Environmental Management Specification

- To ensure that the construction works are designed for an environmentally sensitive area, strict compliance with the Environmental Management Plan (EMP) guidelines may be requested after the appointment of the contractor.
- The EMP shall be part of the 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 SDS's to be submitted to FOSKOR PTY Ltd.
- Waste disposal needs to comply to FOSKOR PTY Ltd Waste Management Plan.

The following safety violation will lead to immediate dismissal from site:

- Start up or shut down of plant(s) or equipment without following the required procedures.
- Working without HIRA 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 locomotive) to be operated while defective.
- Willful misconduct that could lead to an incident.
- Allowing equipment/items to leave the plant being tested for radiation, cleared and permission granted by authorized official.
- Tempering with electrical switch gear or conducting work in substations whilst not authorized.

C.9 OHSA 1993 Health and Safety Specifications

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 subcontractors' suppliers/consultants and for all other people entering the site of works.

This specification shall be read with 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

- A safety plan for the work to be done by the contractor.
- The contractor must appoint a qualified Safety Officer with at least a Diploma in Safety Management or
- SAMTRAC or either on a full-time or part-time basis to conduct the following responsibilities:
- Conduct and submit audits monthly
- Conduct and submit inspections monthly



- Compile and submit safety reports to Safety Department
- Perform safety talks and awareness training and submit evidence to Foskor.
- Visibility on site.
- Conduct inspections on PPE and provide evidence to Foskor.
- Continuously update safety file
- A contractor to submit a comprehensive task-based risk assessment that has acknowledged Foskor baseline risk assessment and method statement.
- A contractor to appoint a full-time supervisor to manage and supervise all the activities of his/her employer.

C.10. Applicable General Conditions of Contract

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

C.11. Quality Management

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

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

C.12 Quality Control:

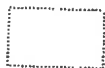
- i. A detailed QCP (Quality Control Plan) shall be submitted within 3 days of contract award.
- ii. Quality of work must be monitored and controlled at a high level at all times.
- iii. At each hold and witness point all work shall be suspended until the specified inspection has been completed and the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

C.13 Tender Returnable Documents

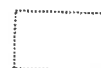
- i. Priced bill of quantities
- ii. Signed site inspection certificate.
- iii. Initial program
 - a. Submit Bar Chart/Gantt Chart.
- iv. Task specific method statement.
 - a. Clean sludge in E7
- v. List of valid references.
- vi. Task specific risk assessment.
- vii. OHSE plan (occupational health, safety, and environmental plan)

Section D – Specification of Work

Supplier to submit with this tender Schedules of Quantities or Bill of Quantities for all work to be done under this scope.



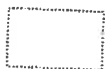
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Description	Hourly Rate	Each	Total
001 - Day Labourer Normal			
001 - Day Labourer Overtime x1.5			
001 - Day Labourer Overtime x2.0			
001 - Night Labourer Normal			
001 - Night Labourer Overtime x1.5			
001 - Night Labourer Overtime x2.0			
001 - Supervisor Normal D/S			
001 - Supervisor Overtime x 1.5 D/S			
001 - Supervisor Overtime x 2.0 D/S			
001 - Supervisor Normal N/S			
001 - Supervisor Overtime x 1.5 N/S			
001 - Supervisor Overtime x2.0 N/S			
001 - Safety Officer Normal D/S			
001 - Safety Officer Overtime x1.5 D/S			
001 - Safety Officer Overtime x2.0 D/S			
001 - Safety Officer Normal N/S			
001 - Safety Officer Overtime x2.0 N/S			
001 - Safety Officer Overtime x2.0 N/S			
001 - HP Diesel Machine and the Crew Cleaning Normal			
001 - HP Diesel Machine and the Crew Cleaning Overtime x1.5			
001 - HP Diesel Machine and the Crew Cleaning Overtime x2.0			
001 - Bobcat & the driver Normal (wet rate)			
001 - Bobcat & the driver Normal x 1.5 (wet rate)			
001 - Bobcat & The driver Normal x 2 (wet rate)			
001 - TLB & the driver Normal (wet rate)			
001 - TLB & the driver x1.5 (wet rate)			
001 - TLB & the driver x2 (wet rate)			
001 - Tools e.g. picks, wheelbarrows, spades, jack hammers etc.			
001 - Full PPE			
001 - Medicals			
001 - Site establishment/de- establishment			

OTHER IMPORTANT NOTES

- 'Defects Liability Period' shall be that period in force for FOSKOR to call upon the Contractor/Consultant to rectify at no cost to FOSKOR (Pty) Ltd any defects of workmanship, quality or practice; and shall remain in force in **parallel with the Warranty Period** and any other duration agreed to.



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

B.2.1 Project Completion and Handover; Warranty

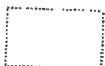
Unless otherwise agreed, Project Completion (handover), shall be deemed to be from date of Foskop issuing a Project Complete/Handover Certificate to the Contractor. This should be expected to be received within seven (7) days from date of receipt by Foskop of the complete Data Pack in its acceptably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

B.2.2 Initial Program to be Submitted

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

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

ATTACH GANT CHART AND/OR BAR CHART TO THIS PAGE



B.2.3 Table with Milestones to be Submitted

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

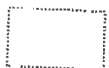
B.3 Schedule of Key Personnel on the Project

The Tenderer shall:

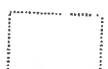
1. Complete schedule B.6.1 below concerning the Key Personnel on the project, indicating also if the person is employed by the Tenderer, a sub-contractor or temporary employed person.
2. Submit a project organogram showing the relationships and authority.

Key Personnel	Name and Surname	Full/Part Time on site, off-site?	Employed, Sub-Contractor or Temp?	Years Related Experience
Site Manager/ Site Supervisor				
OHSE Officer/ Practitioner				

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.



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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)

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B.5 Schedule of Labour Rates for Works

The rates for labour indicated below shall be the Total Cost to the Company (Contractor). It shall include for all the Contractor's profits, overheads, wages, accommodation, travelling, subsistence and other costs relative to the employment by the Contractor of the personnel detailed, and for hand and portable electric or pneumatic tools and consumables normal to the trade of the respective personnel. However, it will exclude indirect supervision as same are deemed to be included under the costs relating to the Conditions of Contract i.e. non-productive supervisors are deemed to be included in the rate.

The rates detailed herein shall not be subject to escalation.

The Contractor's rates per hour are based on a normal 9 hours per day.

The application and use of these rates shall be at the sole discretion and subject to the prior approval of the Foskor designate representative.

Item No.	Category	Rate per Hour in Rands		
		Normal	Overtime	Sundays and PPH



B.6 Schedule of Equipment for the Works

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

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

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

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

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

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



Section E – Evaluation Criteria

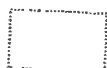
Suppliers will be evaluated as per Technical Evaluation Criteria below as per tender submission.

Tender No.:

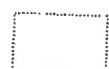
No.	Mandatory Document	Comments	Mandatory
	Registration with BCCCI (Bargaining Council for Contract Cleaning Services Industry)	To submit proof of registration	Yes

TECHNICAL REQUIREMENTS (Evaluation Criteria)

No.	Technical Criteria Description	Contribution%	Proof/Documents to be submitted	Notes
1	Compliance			
a)	Safety Officer qualification and experience in industrial cleaning or similar environment Scoring Yes (having qualification) = 10% No (not having qualification) = 0% Experience Between 2 to 5 years = 5% 6 years or more = 10%	20%	National Diploma in Safety Management or SAMTRACK. Provide proof of experience. Eg CV with references, recommendation letters from previous employers	To provide the qualification, to be able to do the proper risk assessment for the job.
2	Reliability- Supplier reliability to complete the work safely in time and quality			
a)	Use of trained personnel in equipment to be used in tank cleaning, especially on the equipment to be used. Scoring: Yes (having trained personnel) = 20% No (not having trained personnel) = 0%	15%	Provide proof of training on the equipment to be used to complete the task (tank cleaning)	Provide proof of training
3	Competence			
3.1	Supplier experience and competence			
a)	Supplier previous experience in tank cleaning Scoring More than 5 years = 15% Between 2 to 4 years = 10% Less than 1 year = 5%	15%	Signed reference letters from the current or previous customers where industrial tank cleaning was rendered.	Provide proof of documents
b)	Method of cleaning and work program Scoring: Duration Less than 60 days = 20% Between 61 days and 75 days = 15% More than 76 days = 5%	20%	To submit the methodology to be used to clean the tank and project duration.	Provide work plan
c)	Site Supervisor experience in industrial or similar environment with HIRA training Scoring Between 2 to 5 years = 5% 6 years or more = 15% Yes (having qualification) = 15% No (not having qualification) = 0%	30%	Provide proof of experience. Eg CV with references, recommendation letters from previous employers. Provide proof of HIRA training certificate.	Provide proof of document



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NOTE: Bid to score a minimum 70% considered.		Total Technical Score:	100%
DISQUALIFICATION CRITERIA **			
1 Mandatory requirement not met.			



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