

STRUCTURAL STEEL REFURBISHMENT – 3 YEAR CONTRACT

Tender no: **FTP /24/MN**

Cost Code: **PC30 .1195.75100**

Revision¹: **1**see legend at bottom of page

Revised date: **25/07/2024**

NAME	TITLE	Empl. no	SIGNATURE	DATE
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COMPILED - RECOMMENDATION

Anand R Lalla	Project Supervisor	13392		17/05/2024
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COMPREHENSION AND ACCEPTANCE BY CLIENT

The Client warrants that he/she reviewed the Scope of Works and that this Tender and related documents and that the Scope of Works comply to Production requirements and the outcome of the work as agreed between parties.

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APPROVAL TO PROCEED

Vitus Nzimande	Project Engineer	503852		
Blessing Mbuyazi	Snr Manager Projects	504427		
Sifiso Majola	Snr Maintenance Manager (Sulphuric & Phosphoric Acid Plants and Services)	15480		
Fortune Njobe	Snr Maintenance Manager (Dry Division and E&I)	31870		
Charles Mavuso	Snr Manager SHREQ	504688		
Sam Mbuyazi	General Manager Acid	500441		

Comments:

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.



Foskor Official



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Definitions:

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

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



Section A: INVITE AND TENDER INSTRUCTIONS

A.1 Invitation to Tender

A.1.1 Tenderers are invited to submit a tender in accordance with this Tender Document.

The Works consists of the Structural Steel Refurbishment of all Plants over a 3 year contract

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

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

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

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

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

Designation	Category Buyer Projects
For the attention of	Mphumeleli Ngqulunga
Telephone	035 902 3115
Fax	035 797 3941
Cell no	
Email	Phumen@foskor.co.za

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 /24/MN	The Manager Procurement
Contract Title:	Structural Steel Refurbishment of all Plants over a 3 year contract	FOSKOR LIMITED
Closing date & time:		21 John Ross Parkway Richards Bay

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 Divisional Lead Procurement , FOSKOR (PTY) LTD, 21 John Ross Parkway, Richards Bay, facsimile number as indicated under item A.1.3 before the closing time and date of the tender.
- Foskop 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 **Divisional Lead Procurement** .

A.3 Site Inspection

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

Date of Site Visit

Time of Site Visit

Meeting Venue

From : To :

Report at Main Security Entrance

Please wear the following protective clothing:

Overalls (Foskop Approved),
 Hard Hat
 Safety Shoes
 Safety Glasses
 Hearing protection
 Gloves
 Gas Respirator

Yes

Yes

Yes

Yes

Yes

No

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.
- The Site Visit / Inspection are **COMPULSORY**.

A.4 Examination and Completion of Documents

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

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

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

A.4.3 The Tenderers submission is to include all Financial and Contractual detail and be signed (by authorized person) and/or company-stamped together with tender submission.

A.4.3.1 Schedule of rates of Costs in detailed Breakdown or Labour Rates for the Works or Breakdown per Bill of Quantities

A.4.3.2 Initial Project Program of Works, Work Methodology, and Cash Flow (structured similarly to payment terms)

A.4.3.3 Schedule of Key Personnel on the Project

A.4.3.4 Schedule of Similar Contracts Undertaken

A.4.3.5 Site Inspection Certificate – signed by Tenderer as proof of attendance

A.4.3.6 Quality Control Plan

A.5 Contract Documents Priority

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

A.6 Alterations by Tenderer

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



A.6.2 The Tenderer shall include in respect of each proposed alteration the following :

- 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, programme 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, especially the notice published in the Government Gazette of 2 May, 1986 or contrary to the Harmful Business Practices Act 71 of 1988.



Section B: FORMS OF TENDER TO BE SUBMITTED

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

	From Bill of Quantities – if applicable or →	qty	x rate =	ZAR	
1.0	SUB TOTALS:				
1.00	P&G				A1
1.01	Structural Steelwork				A2
	Sub Totals Sum (Excluding VAT)				A3
2.0	Add: VAT	15%			D
3.0	Total Tender Sum (Including VAT)				A4

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

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

B1.3 Notwithstanding that, this tender is submitted by invitation, it is clearly understood and agreed that there is no obligation upon 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 12 months, unless otherwise specified*) shall be deducted on all payments made for the Liability Period as defined in B.2. This clause also refers to 'Handover' as specified in **B 2.1**

WE AGREE TO A 10% RETENTION and 12 MONTHS OF OPERATION OR 18 MONTHS FROM HANDOVER WHICHEVER IS EARLIER.

The 10% retention period will apply for each repair or task completed separately and will be referred to as work packages.

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



Foskop Official



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

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

Commencement Date (Guide: 4 wks from tender close date)

Project to start 2 weeks after order receipt

Snagging/Modification List Date

After each repair

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

After each repair

Defects Liability Period Applicable (Start from Project handover)

12 Months

Retention Payment:

Project Completion & Handover (Refer B1.4)

TO BE SUBMITTED WITH THIS TENDER

The Tenderer shall submit with this Tender:

- 1 Indicative Turn Around/Response Time for Breakdowns
- 2 Indicative Turn Around/Response Time for Normal Work
- 3 Quality Control Plan

for the Works to be completed in the time allowed

OTHER IMPORTANT NOTES

- **'Defects Liability Period'** shall be that period in force for Foskop to call upon the Contractor/Consultant to rectify at no cost to Foskop (Pty) Ltd any defects of workmanship, quality or practice; and shall remain in force **in parallel with the Retention Period** and any other duration agreed to.
- The Tenderer is to list and motivate any deviations in terms of Project Program and/or time allowed and this is subject to approval by the Foskop (Pty) Ltd Engineer.
- It would be expected, in the event of critical work and/or work behind programme/schedule, should such be attributable to the Contractor, to make up the time and work and complete the work at no cost to Foskop (Pty) Ltd.
- The Tenderer shall within **7 (seven)** days of contract award submit a final detailed work methodology and programme, and the final work methodology shall be verified and approved by Foskop (Pty) Ltd.



- The Tenderer is welcome to propose alternatives work methodology or approach to work, that may be of mutual benefit. This would be submitted in the form of an Alternative (clearly marked), however the Tenderer is **still to submit a tender in the form specified** in this tender.
- The Tenderer shall submit a Work Breakdown Structure (WBS) and compile a programme (use MS Projects 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; Retention

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), this will also apply to work packages as they are completed, each repair done will be referred to as a work package.

B.2.2 Initial Programme to be Submitted

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

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

ATTACH GANT CHART AND/OR BAR CHART TO THIS PAGE



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
Project Manager / Owner				
Site Manager/ Contracts Manager				
Quality Assurance and Control				
Document Control and Accounts				
Safety Officer				

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

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



B.4 Schedule of Similar Contracts Undertaken

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

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



B.5 Schedule of Labour Rates for the 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 be subject to escalation for the remaining 2 years.

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 be subject to escalation for the remaining 2 years. 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



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

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

representing and being duly authorized by :

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

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

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

I/We are,

Yours faithfully

SIGNATURE: _____

ON BEHALF OF: _____

DATE: _____

AS WITNESS: _____



Section C: SCOPE OF WORKS

C.1. Background, Present Situation and Proposed Solution

C.1.1 Background

The Foskor Richards Bay Plant is in existence for over 45 years. Its main function is the production of strong exportable acid. The production Plant comprises mainly of steel and concrete structures. Good maintenance of the steel structure is very necessary in order to keep the integrity of the Plant, however, acid and the corrosive environment have contributed to deterioration and weakening of the structures.

C.1.2 Present Situation

A visual inspection by a Consulting Company (Ilifa or other), Projects and Maintenance Departments was carried out and the findings require immediate steel repairs in certain parts of the Plant. These repairs must be carried out without causing any production delays, but rather in conjunction with Plant operation.

C.1.3 Proposed Solution: Reason for this Tender

To replace or refurbish damaged steel structures in **identified** priority areas throughout the Plant. All work to be carried out according to the relevant Foskor Specifications to quickly transform the Plant into a safe and compliant facility, requiring no further short-term maintenance to the repaired/replaced areas. All steel members must be painted to Foskor (Pty) Ltd specifications.

C.2. Legislation, Standards and Codes of Practice

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

Number	Title / Description	Revision
COP6	Control Of Construction Work	Latest
Act 85 of 1993	Occupational Health and Safety (OHS Act)	Latest
S28 NEMA (1998)	Duty and care of environmental degradation	Latest
SANS10162	The Structural Use of Steel	Latest
ISO8503-1&2	Preparation of steel substrates before application of paints and related products	Latest
AWS D1.1	Structural Steelwork	Latest



All work listed in this scope of work shall be completed in accordance with the specifications and codes as listed above. It is the responsibility of the Tenderer to be in possession of the latest standards and codes as listed above in the execution of this project.

C.3. Foskor Specifications

All work listed in this scope of work shall be completed in accordance with the specifications listed below.

Those specifically applicable to this Tender is **marked with “YES”**, **however** it does not exclude other specification listed or implied, and it remains the Tenderer's responsibility to ensure that work execution and tender prepared is in line and meets the requirements of all standards indicated or not.

Number	Title / Description	Version	Applicable
APPLICABLE FOSKOR SPECIFICATION on this Tender			
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	YES
FG001	General Requirements for Projects	Latest	YES
FL001	Design and Fabrication Criteria for Ladders and Walkways	Latest	YES



Number	Title / Description	Version	Applicable
FM001	General Mechanical Specification	Latest	YES
FM002	Rubber lining of Vessels and Piping	Latest	
FM003	Welding of Fabricated Equipment	Latest	YES
FM273	Fire Tube Waste Heat Boiler	Latest	
FM432	Canvas specification	Latest	
FQ001	General Engineering Quality Requirements	Latest	YES
FQ002	Non Destructive Testing	Latest	YES
FS001	Fabrication and Erection of Structural Steel	Latest	YES
FS002	Specification of Roof and Side Cladding	Latest	
FT001	Trestles and Access Platforms	Latest	YES
FV001	Requirements Vessels, Tanks and Heat Exchangers	Latest	
FY001	Design/Fabrication of Piping	Latest	
GC1	Civil excavation, Form work and Concrete work	Latest	
GC2	Interlocking Paving	Latest	
GC3	Packing and Grouting	Latest	
GD1 R	General requirements for Design	Latest	YES
GE1	Design of Electrical Installation1	Latest	
GM1	General Mechanical	Latest	YES
GM2	Mechanical Erection	Latest	YES
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	
GM7	Electric Overhead Travelling Cranes	Latest	
GM8	Surface Protection	Latest	
GQ1	Quality Control procedure for Contractors	Latest	YES
GS1	Structural Steelwork and Plate work fabrication and erection	Latest	YES
GS2	Metal roofing and cladding of structure	Latest	
GV1	Mine Health and Safety Act for Contractors and Consultants	Latest	



Number	Title / Description	Version	Applicable
MC001	Colour Coding Richards Bay	Latest	YES
MC002	Scope of Corrosion Protection Richards Bay	Latest	YES
MC003	Painting High Spillage Areas	Latest	YES
MC004	General Plant Painting Specification Low Temperature	Latest	YES
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 Demineralised Water	Latest	
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	
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	YES
SS-000000-G-003	Corrosion protection	Latest	YES
SS-000000-Q-001	General quality requirements	Latest	YES
SS-000000-Q-002	Non destructive testing construction site	Latest	YES
SS-000000-S-001	Fabrication and erection of structural steelwork	Latest	YES



Number	Title / Description	Version	Applicable
SS-000000-S-002	Roof & side cladding (by BEMA)	Latest	
SS-000000-M-023-A	BRICK LINING OF RUBBER LINED CARBOBN STEEL EQUIPMENT	Latest	
SS-000000-M-002-00	RUBBERLINING FOR STEEL EQUIPMENT AND PIPING	Latest	

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

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

The Contractor is advised to study the referred 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 apply to this Contract.

C.4. Project Requirements

The main works is of a Structural Steel Repairs/Replacement nature and requires the supply of all (including but not limited to):

- Materials;
- Specifications;
- Labour;
- Tools;
- Consumables;
- Scaffolding; (Will be supplied by Foskor when required)
- Craneage; (Will be supplied by Foskor when required)
- Transport
- Painting and corrosion protection



The Contractor will be responsible for the manufactured integrity and detailed design of his supplied equipment/structure. Data Pack to be fully inclusive of all checks and certificates required. (refer C.12.1)

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

All detailed designs and specifications are to be approved prior to final acceptance by Foskop (Pty) Ltd Engineer.

C.5. Plant Data

All work listed in the document will be constructed for installation at **THE RICHARDS BAY PLANT.**

C.6. Drawings and/or Equipment Manuals

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

Drawing No.	Title / Description	Revision
	<i>Drawings will be issued where available as per requirement of Plant repair area otherwise sketches to be made by Contractor</i>	

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

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



C.7 Scope of Work - General

The scope of work includes for the following:

The Contractor to supply as per the complete Bill of Quantities as submitted and which includes but not limited to: materials, tools, labour, etc. The supply of any equipment/material that is suggested by the Contractor must be approved by Foskop.

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

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

The Work calls for the successful design as required to make such a facility functional for its purpose – "Fit-for-Purpose".

The project to be undertaken in terms of the latest revisions and amendments of all relevant legislation, standards and Codes of Practices. The Contractor shall complete the Works in accordance with all statutory obligations, municipal regulations and all other relevant requirements. The Consultant 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 Foskop.

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

C.7.1 Scope Of Work - Extent

The Contractor understands and shall fully satisfy the scope of required services, as described in the tender **FTP /24/MN** handed out at the site inspection held on (date) _____, which is generalized as follows:

- a) Refurbish existing steelwork.
- b) Replace damaged or corroded steelwork.
- c) Corrosion protection of new steelwork.

C.7.1.1 Steelwork

- a) Remove and replace the existing corroded or damaged steel members with newly fabricated steel members.
- b) Patch repair existing steel members. This will be executed in areas where portions of the steel members are damaged and portion of the steel members that can be reused.
- c) Supply and install mild steel fabricated and painted steel members, painting will be done by the Contractor.



- d) All fabricated and painted steel to be transported by the Contractor to Foskor site. All painting touch ups after installation to be done by the Contractor.
- e) All existing steel to be painted by other.
- f) Preparation and repair of weldments and welded sections.
- g) All damaged steelwork will be disposed offsite by Foskor (Pty) Ltd. Foskor (Pty) Ltd representative to be informed when disposal of steelwork is to be done. All damaged steelwork to be cut into 2m pieces and placed into bins provided by Foskor (Pty) Ltd.
- h) When replacing support beams on the structure, extra precaution must be taken and temporary steel supports installed before the existing supports are removed. The temporary supports can be removed once the replacement supports are installed. A separate work methodology and safety plan will be required when replacing support beams. **The temporary support beams installed and if deemed necessary must have an approved drawing and approval certificate by a Professional Engineer, this is the Contractor's responsibility and costs thereof must be allowed for in the tender.** Any drawing pertaining to such designs must have a Foskor (Pty) Ltd border, this is obtainable on request from Foskor (Pty) Ltd Drawing Office.
- i) All new steelwork to be S355JR mild steel or 316L stainless steel unless otherwise instructed by end user.
- j) All steelwork, bolts and nuts replaced must be recorded on a spreadsheet and will be checked by a Foskor (Pty) Ltd representative. This will be used as a BOQ for payment.
- k) All steelwork will be done with the AWS D1.1 being the governing code.
- l) Each steel refurbishment will have a separate BOQ and costing.
- m) All items quoted for will be rates based.
- n) All scaffolding and skips to be supplied by Foskor (Pty) Ltd. Scaffolding and skips requirements must be well planned by the Contractor and requested well in advance of required date. No standing time will be tolerated with regards to scaffolding and skip requirements.
- o) A data pack must be compiled for all steel member repairs/replacements. All material certificates must be filed in the data pack.
- p) Allowance can be made for the use of cherry pickers.
- q) Contractor to provide qualified Rigger as part of crew.
- r) Caution must be taken at all times when working near or at acid pipelines and components.
- s) Rope Access Personnel and safety nets must be used where required.

Painting of New Steel (MC004)

- a) Grit blast to SA2.5 to obtain a blast profile of 40 to 60 micron in accordance with ISO 8501-1.
- b) Apply one coat of Sigmacover 280, data bulletin 7414 to a WFT of 132 micron or a DFT of 75 micron.
- c) Apply by brush application Sigmaguard 730, data bulletin 7459 to all seam welds, edges, corners, fasteners, bolt bores, bolts and nuts to a WFT of 132 micron or a DFT of 75 micron.
- d) Apply two coats of Sigmaguard 730, data bulletin 7459 to a WFT of 180 micron or a DFT of 125 micron on each coat.
- e) The total DFT must be 325 micron.



Requirements:

- a) The Contractor must clean all the working areas occupied by him/her of all material before handover to Foskor.
- b) The Contractor should allow for a (5) five day working week in their tendered price.
- c) All scrap steel to be placed in skips provided by Foskor.



1. Until otherwise notified, Foskor (Pty) Ltd have designated Mr. Anand Rajaram Lalla (Project Supervisor) and Mr. Vitus Nzimande (Project Engineer) to act as our representative, and they are authorized to give instructions and to provide information to you on our behalf.
2. We prefer that you submit contact details for a designated 'point of contact' person who will be authorized to receive information and act on your behalf.
3. Foskor's Health & Safety Representative will deal with all matters relating to the Health & Safety specifications and Construction Regulations relating to this assignment.
4. A pre-requisite of this contract is that you confirm that you carry the necessary professional/construction indemnity insurance cover to the extent of the liabilities contemplated including Workman's Compensation.
5. The Tenderer should determine the work methodology and approach, however, it is imperative that the outcome of the work meets all the criteria.

C.7.2 Site Conditions

The site is located on the Foskor (Pty) Ltd Richards Bay Plant, approximately 350 meters from the main entrance. The Tenderer is deemed to have viewed the site and to have thoroughly acquainted himself with the extent, nature and conditions affecting the work to be done before submitting his tender.

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

It would be imperative for the successful Tenderer to liaise with the Foskor (Pty) Ltd's Designate to ensure safety whenever site access is required.

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

Be cautious of vehicles and machines working in the area at all times.

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

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

The following services exist on the site:

- Water and air pipes.
- Phosphoric acid and Sulphuric acid pipes alongside the pipe bridges.
- Electrical cables and racking.



- Steam
- Condensate
- Fluorosilicic acid
- Data/Instrumentation cables

1. FOSKOR Supplied Services

Foskor (Pty) Ltd shall be responsible for:		Applicable:
1	Supply a copy of the relevant Foskor Procedure Specification(s).	refer C.3
2	Supply a copy of reference drawings if required.	refer C.6
4	Provide access to electricity connection points ▪ Any connection and consumption will be monitored by Tenderer and verified by Foskor 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 Foskor on intervals (usually at the beginning and end of contract) defined by Foskor	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. ▪ 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	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 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.	YES
8	Assist in issuing of work clearances and HIRA certificates.	YES



2. Successful Tenderer (Contractor) Responsibilities

The successful Tenderer (Contractor) shall be responsible for (inter alia):		Applicable:
1	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 Foskop (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 Foskop representative (.eg. Project Supervisor/ Manager)	YES
4	After installation/construction and commissioning the successful Tenderer shall conduct final inspection of all work together with designated Foskop (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 Foskop (Pty) Ltd, will be subjected to review and approval by Foskop (Pty) Ltd and shall conform to Foskop procedures

C.7.4 Certification by Recognized Bodies

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

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

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

C.7.6 Nominated Sub-Tenderers

Should the tenderer anticipate using Subcontractors for any part of the scope, these must be specified below and capped at 10% markup.

The following Sub-Tenderers are nominated:



Contractor	Concerning Works	Contact

C.7.7 Invoicing and Payment

Payment will be made by Foskop (Pty) Ltd, after approval (with consideration for the construction, completion and defects corrections of the Works) by the Foskop (Pty) Ltd's Project Representative (i.e. Manager, Engineer and 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
- Detail description of work done to date
- Value of the current claim and work done (excl. VAT), Measurement sheet to be submitted wherever applicable duly signed by Foskop Representative.
- VAT charged

C.7.8 Standing Time

a) Standing time is defined as a period of time measured in hours, when the Contractor's normal operational cycle is affected by causes caused by Foskop (Pty) Ltd such as permit issuing and gas leaks and results in normal stoppage or major 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.7.9 Progress of Works

Should Foskop (Pty) Ltd at any time be of the opinion that the rate of progress of the Works or any part thereof is too slow to ensure the completion of the Works or any part thereof by the Completion



Date, 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 shall, by the Due Completion Date, fail 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 and is capped at a maximum of 10% of the contract value..**

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 making 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 reasonable can;
 - b. Deliver additional information in writing that is reasonably required by Foskor (Pty) Ltd; and
 - c. Comply as soon as practical with such requirements as described above in this clause, within a time agreed to by the Foskor (Pty) Ltd Project Representative.
- iv. In the event of failure to comply to any of the provisions, the claim would not be accommodated and Foskor (Pty) Ltd would be discharged of all liability in connection with the claim.



C.7.11.2 Extension of Time for Completion

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

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

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

If:

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

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



C.7.13 Urgent remedial work

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

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

C.8. Foskor Safety Documents to be submitted, Environmental and Site Management**C.8.1 SHREQ Requirements**

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

- Compliance with COP6 (Contractor Management).
- Compliance and signing of Section 37(2) Agreement in terms of the OHSAct at the Foskor (Pty) Ltd Safety Department.
- Submission of a SHE Plan for approval to the Safety Department prior to commencement of work on site.
- Compliance with Legislation requirements which includes the OHSAct, NEMA (National Environment Management Act) and other relevant applicable Legislation.

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

C.8.2 Environmental Management Specifications

In order to ensure that the construction works is designed for an environmentally sensitive area, strict compliance to the Environmental Management Plan (EMP) guidelines is required.

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

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

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

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

C.9 OHSA 1993 Health and Safety Specification

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

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



C.9.1. Health and Safety Requirements

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

- a. The Contractor shall ensure all his/her personnel have attended the Safety Induction, by Foskop (Pty) Ltd before they enter site.
- b. The Contractor on entering site, must wear Foskop minimum required PPE at all times namely **safety glasses (Uvex Carbon vision SV extreme clear with strap: Anti fog inside and anti-scratch coating outside)**, acid resistant overalls (North Safety or Sweet Orr), safety harnesses (on heights), safety boots or steel cap gumboots, ear protection and **gas masks (Halfmask double filter – screw type with filter type A1B1E1K1 – North Safety Product or similar approved product) and goggles (Uvex ultravision – W1663459B – DIN CE 0196 – Fire Red) preferably in a pouch.** Should a Contractor be found on site without the above-mentioned safety clothing, he will be removed from site and will not be allowed to return. **FFP2 dust mask fitted with an exhalation valve must be used when working in dusty areas.**
- c. **Overalls must be Blue Sweet Orr (80% Polyester 20% Viscose Rayon Acid Repellent) with company names either on front or back of jacket or Blue North Safety (Flame Retardant Acid Resistant Anti-Static ATPV 15.4CAL/CM2) with company names either on the front or back of the jacket, Fluorescent reflective strips to be stitched onto sleeves and on the knees.**
- d. The Contractor shall demarcate the relevant work area. The Contractor shall supply and erect an appropriate name board with all relevant information and contact details at the work area.
- e. The job risk assessment shall be carried out at the start of each shift. This risk assessment shall cover all activities planned for the relevant shift. The risk assessment shall be submitted to Foskop (Pty) Ltd at the start of each day shift and each night shift.
- f. The Contractor must take safety precautions when working on site.
- g. The Contractor must remove all their equipment within 48 hours after project completion/closure.
- h. A complete safety file to be submitted to Foskop (Pty) Ltd Safety Department before any work commences.
- i. The Contractor's vehicle when entering the Plant must have rotating orange lights on at all times.
- j. **The Contractor and their employees must undergo a full medical at either Foskop (Pty) Ltd's Clinic or Approved Occupational Health Clinic. A full lung function test and blood test for radiation must be done. Due to the nature of the job and exposure to dust, additional lung function tests must be done every two months. If the project is longer than twelve months, then a complete medical including lung function and blood for radiation tests must be done again and thereafter the additional lung function test every two months will apply again. Medical certificates are valid for one year only. For medical costs and bookings one can contact the Foskop (Pty) Ltd Clinic on 035 902 3287.**
- k. A once-off fee is also required for access cards from Foskop Security. Please contact the Foskop (Pty) Ltd Security Reception at 035 902 3267 for information.
- l. No access to elevated platforms, roof and scaffolding will be allowed during rainy days.



- m. Due to the length of the Project, if over 12 months, it is required of the Contractor to show proof of retraining staff working on heights including rope access personnel every six months.
- n. A Safety Plan for the work to be done by the Contractor.
- o. The Contractor must appoint a Safety Officer with at least a Diploma in Safety Management or SAMTRAC or both on a full-time basis to conduct the following responsibilities:**
 - 1) Conduct and submit audits monthly.
 - 2) Conduct and submit inspections monthly.
 - 3) Compile and submit safety monthly report to Safety Department.
 - 4) Perform safety talks and awareness training and submit evidence to Foskor.
 - 5) Visibility on site.
 - 6) Conduct inspections on PPE and provide evidence to Foskor.
 - 7) Continuously update Safety File.
 - 8) To attend weekly meetings at Foskor.
- p. The Contractor to submit a comprehensive task-based risk assessment that has acknowledged the Foskor baseline risk assessment and method statement.
- q. The Contractor to appoint a full-time Supervisor to manage and supervise all the activities of his/her employer.
- r. All new work activities must have scope of work and be communicated to Safety Department via Projects before starting with the work with exception of emergency breakdowns.
- s. All Maintenance emergency works and Consultants are exempted from items n to r.

N.B.

The Contractor that has been awarded work must register with **HSEC Online**, which is a Contractor Management System for Foskor Acid Division where all Contractors are required to submit their Safety File.

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

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

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

It is further noted that **(Applicable for work with asbestos):-**

- a) The Contractor shall comply with all Foskor Regulations and Safety Standards.
- b) The Contractor shall fully comply with the OHS Act (Act 85 of 1993).



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

IMPORTANT NOTE

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

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

C.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.11.1 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. The Contractor shall show proof of this by providing and maintaining a Quality Manufacturing Data-pack (QMD). The QMD file may contain work **Method Statements, clearances, daily site diaries, material certificates, AIA (Approved Inspection Authority) certifications, weld certificates, Welder certifications, weld-rod batch no's and product codes, concessions granted, design drawings and "As-Built" drawings, design deviations/notes/drawings and manufacturing specifications.**



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- iii. At each hold and witness point all work shall be suspended until the specified inspection has been completed and the QCP updated and signed accordingly by Foskor (Pty) Ltd or its representative.
 - iv. At each milestone, the designated Foskor (Pty) Ltd Quality Representative must approve the quality and standard of work being produced.
 - v. It shall be the responsibility of the Successful Tenderer (Contractor) to give Foskor (Pty) Ltd timely notice of hold and witness points requiring their intervention.
 - vi. In the event that Foskor did not approve the quality of work being produced, the Contractor will have to redo work to a standard that is acceptable to Foskor (Pty) Limited. This will be for the Contractor's account. Foskor (Pty) Ltd will not entertain any claims arising from this.

Section D – DRAWING – Only If Available**Section E – OTHER RELATED INFO– Not Applicable**