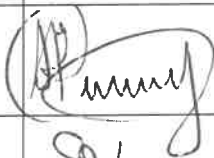
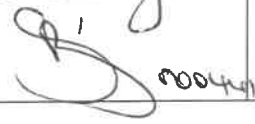


Tender no:

DESIGN, MANUFACTURE AND SUPPLY TWO GRAPHITE HEAT EXCHANGER FOR OLD CONCENTRATION ACID PLANT

Tender no:		Project No-
Reference No	MAINT/CONC/	Date: 19 Nov 2024

NAME	TITLE	Empl. no	SIGNATURE	DATE
COMPILED - RECOMMENDATION				
	Maintenance Technician	500406	 500406	06/02/2025
APPROVAL TO PROCEED				
	Maintenance Engineer	503700	 503700	06/02/2025
	Maintenance Senior Manager	15480	 15480	06/02/2025
	GM Operations	500441	 500441	07/02/2025

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Section A: INVITE AND TENDER INSTRUCTIONS

Tender no:

A.1 Invitation to Tender

A.1.1 Contractors are invited to submit a tender in accordance with this Tender Document and related documents and attachments.

The Conditions of Contract are stipulated in Sections B.

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

The Contract Works Programme is stipulated in Section D.

A.1.2 The documents issued to Contractors are:-

- a) One copy of this document, documents and annexed information.
- b) One copy of the drawings listed.

A.1.3 At the time of tendering, any queries and/or uncertainties with the scope of the specifications and/or drawings shall be referred, in writing, to the designated Procurement Department representative.

A.2 Return of Tender Documents

A.2.1 One copy of this document, duly completed and signed by the Contractor, shall be delivered in a plain sealed envelope, distinctly marked as follows:

TENDER

Tender No.

Contract Title: Design, Manufacture and Supply
Two Graphite Heat Exchanger

Closing date & time:

The Manager: Procurement
FOSKOR (PTY) LIMITED
21 John Ross Parkway
Richards Bay

A.2.2 Tender Documents shall be placed in the Tender Box at Foskor Richards Bay main admin reception

A.2.3 A tender sent by fax shall not be accepted.

- In case of Contractors not being local, and not being in a position to hand deliver tender documents to the above-mentioned location,
 - a) Contractors may use an approved document courier for the purpose of delivering the tender document to Employer. This would be subject to auditable proof of dispatch from the Courier Company (including time and date of dispatch).
 - b) Contractors may use email address TenderRBay@foskor.co.za for the purpose of delivering the tender document and it must be delivered before 12:00 hrs of closing date provided by procurement for the purpose of delivering the tender document to Employer. This would be subject to auditable proof of delivery.

Such proof shall be faxed and confirmed addressed to Superintendent: Tenders and Contracts, 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.

- 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 no:

**21 John Ross Parkway
Richards Bay, 3900, South Africa**

- A.2.4 No late tenders shall be accepted and no exceptions shall be made.
- A.2.5 All tenders submitted will be treated as private and confidential.
- A.2.6 The price(s) at which the tender was awarded will not be made public.
- A.2.7 In the event that the Contractor did not submit a tender or if his tender was unsuccessful, the Contractor shall return the Enquiry Document and Drawings within **14 days** to the Superintendent: Tenders and Contracts of Foskor.

A.3 Site Inspection inside the plant (if required)

An official Site inspection shall be held at the Foskor, Richards Bay site on a date, time and venue confirmed in writing by the Procurement Department.

The following PPE must be worn:

Overalls (Acid Proof), or	yes	Safety Shoes	yes
Overalls (normal)	yes	Safety Glasses	yes
Hard Hat	yes	Hearing protection	yes
Transport to/from site (if off site)	no	Gloves	no

Safety and Health compliance Requirements please note that Safety Induction training is MANDATORY and all Contractors must allow for at least **30 minutes** before the start of the Site Meeting to complete the induction.

A.4 Examination and Completion of Documents

- A.4.1 The Contractor shall examine all documents forming part of the Tender and submit his tender in accordance with this prescribed format.
- 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 following standard forms contained in **Section E** of this document as issued shall be completed in detail and signed before submission.

Form **Description**

- E.1 Form of Tender
- E.1.1 Schedule of Prices: Pricing Instructions
- E.1.2 Contract Price Adjustment
- E.2 Initial Project Programme of Works, Work Methodology and Cash Flow
- E.2.1 Initial Programme to be Submitted
- E.2.2 Table with Milestones to be Submitted
- E.2.3 Table with Cash Flow Estimates to be Submitted
- E.3 Schedule of Key Personnel which will be responsible for this Project.
- E.4 Schedule of Similar Contracts Undertaken

A.5 Contract Documents Priority

The Conditions of Contract shall comprise the documents as stated herein and the General Conditions, which shall be comparatively interpreted in accordance with the order of priority stated in the said Conditions.

In the event of contradictions between this document, attachments and amendments issued and other, this conditions and amendments as issued will carry priority.

A.6 Alterations by Contractor

A.6.1 Should the Contractor propose any amendments to the Conditions of Contract, Specifications, or to qualify his tender in any way, he/she shall set out his/her proposals clearly in a 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 Employer's Requirements or Specifications may be considered if submitted together with a detailed motivation for such departures.

A.6.2 The Contractor shall include in respect of each proposed amendment the following:

- a) Reason for proposed exception;
- b) Suggested re-wording;
- c) Any effect on the tender price (increase or decrease);
- c) Any effect on the execution of the scope of supply;
- d) Any effect on Employer's overall programme objectives.

If any of the above information is not supplied as prescribed the Tender may be regarded as non-compliant and rejected.

A.7 Evaluation Criteria

A.7.1 Eligibility

A Contractor will not be eligible to submit a tender if:

- (a) the Contractor submitting the tender is under restrictions, or is prohibited or is disqualified or has principals who are under restriction or is prohibited or is disqualified to participate in the Employer's procurement process due to corrupt or fraudulent practices or is prohibited by law;
- (b) the Contractor does not have the legal capacity to enter into the contract;
- (c) the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer or administrator or liquidator, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing in terms of the Companies Act or insolvency laws;
- (d) The Contractor does not comply with the legal requirements stated in the Employer's procurement policy;
- (e) The Contractor cannot demonstrate that he possesses the necessary professional and technical qualifications and competency, financial resources, equipment and other physical facilities, managerial capability, suitably qualified, trained, experienced and skilled personnel, experience and reputation for similar work to perform the contract;

- (f) The Contractor cannot provide proof that he is in good standing with respect to duties payable by law, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

A.7.2 Test for responsiveness

Employer will determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

A.7.3 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in Employer's opinion, would:

- a) Detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) Significantly change the Foskor's or the Contractor's risks and responsibilities under the contract, or
- c) Affect the competitive position of other Contractor's presenting responsive tenders, if it were to be rectified.

Employer will reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

A.7.4 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places

A.8 General

A.8.1 Employer reserves the right to adjust arithmetical or obvious errors in the Tender. Any adjustments made by Employer will be communicated to the Contractor prior to the acceptance of his Tender.

A.8.2 The Contractor (whether his Tender is accepted or not) shall treat the information contained in the Tender as private and confidential and no copies shall be made thereof without the express permission of the Employer.

A.8.3 Employer is not obligated to accept the lowest or any Tender it may receive, nor to provide reasons for rejecting or accepting of any Tender, and Employer has the right, after Tenders are opened, and before a Contract is awarded, to enter into negotiations and discussions with one or more Contractors short-listed on a price, programme or technical basis, with a view to seek clarification, improvement or amendment of any particular Tender.

A.8.4 All Contractors tender at their own risk and Employer will not be responsible for any costs incurred by any Contractor in compiling or submitting its tender.

Tender no:

- A.8.5 Employer may accept or reject any part of a Tender and is not obliged to accept a tender in its entirety.
- A.8.6 The Contractor 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 Contractor is also obliged to ensure that it has not and will not at any time before the hour and date for the lodgement of this Tender do any of the following acts:
- a) Communicate to any person¹, other than bona fide advisers, the amount or approximate amount of the proposed Tender
 - b) Enter into any agreement or arrangement with any third party that we shall refrain from submitting a Tender or regarding the amount of any tender to be submitted.
 - c) Offer, pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to this or any other Tender or proposed Tender for the Works any act or deed of the sort described above; and
 - d) Commit any act or omission that would be contrary to the promotion of competition as set out in the Competition Act of 1989

¹ In the aforementioned context the word "person" includes any persons or body or association, corporate or otherwise; and any "agreement or arrangement" includes any transaction, formal or informal, and whether legally binding or not.

Tender no:

A.9 Site Inspection Certificate – To be signed by Contractor

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

representing and being duly authorised by:

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

1. visited the SITE on(date);
2. Studied 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 we understand perfectly the WORKS to be done, as specified and implied, in the execution of this TENDER, and that we fully understand the nature of this TENDER.

I/We are,

Yours faithfully

SIGNATURE: _____

ON BEHALF OF: _____

ADDRESS: _____

DATE: _____

AS WITNESS: _____

AS WITNESS: _____

Section B: CONDITIONS OF CONTRACT

B.1 General Conditions

The Conditions of Contract comprise the "General Conditions", which form part of the "SHORT FORM of Contract - Conditions of Contract", First Edition 1999 published by the Fédération Internationale des Ingénieurs-Conseils ("FIDIC") and as attached herewith, and the following "Particular Conditions", which are contained in the Special Conditions of Contract hereafter which include amendments and additions to such General Conditions.

Any reference to the "Appendix" in the abovementioned General Conditions shall for all purposes and intent refer to the Special Conditions of Contract contained hereinafter.

B.2 Special Conditions of Contract

B.2.1 Amendments to General Conditions

The following changes are made to the General Conditions. The clause numbers refer to hereafter are the clause numbers of the General Conditions.

<u>Clause Ref</u>	<u>Reference/Notes/Amendments</u>
1.1.1.1	" Contract " means the Contract Agreement and the other documents listed in the Contract Agreement.
1.1.1.2	" Specifications " means the documents as listed in Section "C" including Employer's requirements in respect of the design, manufacturing and supply to be carried out by the Contractor as more fully set out herein.
1.1.1.3	" Drawings " means the drawings as referenced in Section "C"
1.1.2.1	" Employer " means Foskor (Pty) Ltd, with Registration Number 1951/002918/07, a private company duly incorporated under the company laws of the Republic of South Africa and having its principal place of business situated at Riverview Office Park, Block G, Janadel Avenue, Midrand, 1685.
1.1.2.2	" Contractor " means TBA with Registration No-----, a private company duly incorporated under the company laws of the Republic of South Africa and having its principal place of business situated at -----
1.1.2.3	" Party " means either the Employer or the Contractor and their respective legal successors in title, but not (except with the consent of the other Party) any assignee;
1.1.3.1	" Commencement Date " means the date specified in the Contract Agreement.1.1.3.3 " Time for Completion " means the time for completion as stated in Section "D" in accordance with the project programme.

- 1.1.5.1 Clause 1.1.5.1 ("Contractor's Equipment") is hereby deleted.
- 1.1.5.5 Clause 1.1.5.5 ("Materials") is hereby deleted.
- 1.1.5.6 Clause 1.1.5.6 ("Plant") is hereby deleted.
- 1.1.5.7 "**Site**" means Employer's acid plant located in Richards Bay, South Africa, where the Works must be delivered.
- 1.1.5.9 "**Works**" means design, manufacturing and supply of the one (01) Graphite Heat Exchanger for Phosphoric Acid Plant.
- 1.1.5.11 "**Fit for Purpose**" means the Works meet the Performance Guarantee as set out in clause C.2.5.(b);
- 1.3 **Priority of Documents:** the words "the Employer shall issue any necessary instructions to the Contractor and" are hereby deleted.
- 1.4 **Clause 1.4 (Law) is hereby amended to read as follows:**
The Contract shall be governed, construed and interpreted in accordance with the Laws of the Republic of South Africa and the South Gauteng High Court shall have jurisdiction. The language of the Contract shall be English.
- 1.5 Clause 1.5 (**Communications**) is hereby amended to include the following sentence:
The language to be used in all Communications shall be English.
- 2.3 **Employer's Instructions:** This clause is subject to conditions set forth in clause 6.1 (Employer's Liabilities).
- 4.1 **Clause 4.1 is hereby amended to read as follows:**
General Obligation
The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, materials which may be required.
The Works shall be deemed to be the property of the Employer upon payment of the Contract Price to the Contractor.
- 4.4 **Clause 4.4 is hereby amended to read as follows:**
The amount of the **Performance Security** shall be 10% (ten percent) of the Accepted Contract Amount. The Performance Security shall conform strictly to the Pro-forma to be provided by the Employer or as agreed to by the Employer and no payment of any part of the Contract Price shall be made by the Employer until the Employer is in possession of and has approved the Performance Security.
The Contractor shall obtain (at its own cost) two bank guarantees in amount and currencies equal to 10% of accepted contract value. Each bank guarantee shall be issued by a bank or financial institution approved by the Employer. The first bank guarantee will be provided with the first invoice for 20% of the Contract Price payable upon issue of the first set of detailed design documentation and will be valid until Delivery of the Works DDP ("Delivery Duty Paid"), Employer's Site. The second bank guarantee will be provided with the invoice for 40% of the Contract Price payable upon Delivery and will be valid for the duration of the warranty period.
- 5.1 **The second sentence in Clause 5.1 (Contractor's Design) is hereby amended to read as follows:**

Tender no:

"The Contractor shall promptly submit to the Employer all non-proprietary designs prepared by him and where documents which include information related to proprietary designs are submitted to the Employer is shall be subject to:

Information furnished hereunder by Contractor to Employer ("Information") is considered by Contractor to be confidential, and recognising the relationship of trust and confidence established between Contractor and Employer by this Agreement, Employer agrees to treat and maintain confidential and not disclose all such Information obtained directly or indirectly from Contractor, and to refrain from using any information except as permitted herein, for the installation, maintenance, repair and operation of the equipment furnished under this Contract, provided however that the provisions of this paragraph shall not prevent the Employer from disclosing to others Information which the Employer can show (i) through written records was in its possession prior to the date of this Agreement and which was not obtained directly or indirectly from Contractor, (ii) which is or hereafter becomes publicly available other than by acts or omission of Employer, its employees, contractors, subcontractors or agents; or (iii) which is furnished or made known to Employer by a third party who did not obtain the Information from Contractor as a matter of right and without restriction being placed on Employer as to its disclosure or use. Only the GA Drawing of the complete assembly will be excluded from the Contractor's proprietary information and may be used by the Employer as basis for redesign and manufacture in whole by open tender process.

The third sentence in clause 5.1 is hereby amended to read as follows:

Within working 5 days from receipt, the Employer shall notify of any comment on each submission of the design submitted which is not in accordance with the Contract, shall reject it stating the reasons. Should no comment be received within the 5 working day period, it shall be deemed that the Employer has approved the submitted design.

5.2 Clause 5.2 (Responsibility for Design) is hereby deleted and replaced with the following:

The Contractor shall remain responsible for his design under this Clause, which shall be Fit for Purpose and the Contractor shall also remain responsible for Contractor's infringement of any intellectual property rights in respect of the same. The Employer shall be responsible for the Specification and Drawings.

7.4 Clause 7.4 (**Late Completion**) is hereby amended by replacing the word "day" with the word "week" and the words "Time for Completion" with the words "Time for Taking-Over as specified in Section D".

8.1 **Clause 8.1 (Taking-Over) is hereby amended to read as follows:**

Taking-Over shall be affected when the Works are delivered DDP the Employer's Site in South Africa.

8.2 Clause 8.2 is hereby deleted.

9.1 **Clause 9.1 (Remedying defects) is hereby amended by replacing the following:**

1. "Material, Plant" by the word "materials".

9.2 **Clause 9.2 (Uncovering and Testing) is hereby amended to read as follows:**

If Contractor has failed to give notice to the Employer of the intervention on inspection planning, the Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of any uncovering and/or testing it is established that the Contractor's

design, materials or workmanship are not in accordance with the Contract, the Contractor shall be paid as agreed between the Parties for such uncovering and/or testing.

10.2 The clause 10.2 (Valuations of Variations) is hereby deleted.

10.3 The second paragraph in Clause 10.3 (Early Warning) is hereby amended to read as follows:

The Contractor's entitlement to extension to the Time for Completion and/or additional payment shall be limited to the time and payment which would have been due if the Contractor had given prompt notice and had taken all reasonable steps.

10.5 The last sentence in Clause 10.5 (Variation and Claim Procedure) is hereby deleted and replaced as follows:

"The Contractor will not start any activity on a Variation or Instruction from the Employer unless related value and extension of time are agreed to".

11 Clause 11 (Contract Price and Payment) is hereby deleted and replaced with the following:

The Contract Price and Payment are as set out in Section "E".

12.5 The clause 12.5 (Payment upon Termination) is hereby deleted:

13.1 Clause 13.1 (Contractor's Care of the Works) is hereby amended to read as follows:

The Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of Taking-Over or the date of ready for Taking-Over if delayed for reasons not attributable to the Contractor. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform to the Contract.

Unless, the loss or damage occurs as a result of an Employer's Liability, and if solely attributable to Contractor, the Contractor shall indemnify the Employer against loss or damage happening to the Works while under the Contractor's care and against claims or expense of third parties for personal injury and loss or damage to property arising out of the Works caused directly by a breach of the Contract, by deliberate default, negligence, fraud, fraudulent misrepresentation or reckless conduct of the Contractor, his agents or employees.

13.3 Clause 13.3 (Limitations of Liability) is hereby added to Clause 13 to read as follows:

The Contractor shall be liable for any defect or damage or loss as a result of the Works not being Fit for Purpose and complying with clause 5.2 of the Contract, as shall be demonstrated by the Employer, for the duration of the warranty period set out in **B 2.2.5**. The liability of the Contractor shall be limited to repairing the defective Works or replacing any part or the whole of the Works by correctly re-performing the Scope in terms with Section "C" should it be deemed necessary by an independent third party appointed by the Parties. All costs associated with appointing independent experts to investigate the cause of the defects, identifying defects and recommending how defects are to be repaired or whether or not part or the whole of the Works are to be replaced shall be borne by the Contractor if and to the extent the Contractor is responsible for the defect.

14.1 Clause 14.1 (Extent of Cover) is hereby amended to read as follows:

Each party will for its own interest maintain throughout the Contract the following insurances, if required:

- (1) Workmen's compensation insurance for its employees.
- (2) Public liability insurance.
- (3) Automobile liability insurance.

14.2 Clause 14.2 (**Arrangements**) is hereby amended to read as follows:

Each Party shall provide, when called upon to do so, the other Party with evidence that any required policies are in force and that the premiums have been paid.

14.3 **Clause 14.3 (Failure to Insure) is hereby amended to read as follows:**

If a Party fails to effect or keep in force any of the insurances referred to in the previous sub-clauses, or fails to provide satisfactory evidence, policies or receipts, the other Party may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to such Party.

15.1 **Clause 15.1 is hereby amended to read as follows:**

Disputes shall in the first instance be referred to a Committee comprising the Chief Executive Officer of each of the Parties, or their delegates, for resolution. The said Committee shall attempt to resolve the dispute within the shortest possible time but should the dispute not be resolved within 30(thirty) days of its submission, then the dispute may be referred to the Adjudicator in terms of the Rules of the Arbitration Foundation of Southern Africa.

The DAB shall comprise a single member (the Adjudicator) who shall be a person appointed by the Parties as being suitably qualified to decide on a particular dispute. In the event of the Parties being unable to agree on an Adjudicator for any particular dispute, then the appointment shall take place in accordance with the Rules of the Arbitration Foundation of Southern Africa.

15.2 Clause 15.2 is hereby deleted.

15.3 **Clause 15.3 is hereby amended to read as follows:**

A dispute shall be finally settled under the Rules of Arbitration of the Arbitration Foundation of Southern Africa. The Arbitration shall be held in Johannesburg, Gauteng, Republic of South Africa.

16 **Clause 16 is hereby added to read as follows:**

The following clauses are added to the General Conditions:

16.1 Consequential Damages

Notwithstanding any other provision of the Contract to the contrary, the Contractor shall not be liable to the Employer, whether in contract, tort, delict or otherwise (including by reason of negligence), for any loss of use (partial or total); loss of production; loss of

profit; loss of contracts; loss of reputation; loss of revenues; delay; environmental damage, pollution, or contamination; or for any indirect, intrinsic, penal, punitive, exemplary special, or consequential loss or damage, unless arising from fraud, fraudulent misrepresentation or wilful misconduct of the Contractor in connection with the Contract.

16.2 Warranties Exclusive

Contractor makes no warranties or guarantees whatsoever other than those expressly stated in the Contract and the Employer hereby waives all other rights and remedies including aedilitian remedies and including all other warranties that may be created or implied by law. Notwithstanding any other provision of the Contract, it is expressly agreed that the Contract sets forth the sole and exclusive remedies of the Employer and that Contractor's liabilities are as set out herein.

16.3 Maximum Liability

Notwithstanding any other provision of the Contract to the contrary, the maximum liability of the Contractor to the Employer, at law or under the Contract or in respect of or in any manner arising out of the Contract for all losses, damages and liabilities arising (including liability for negligence), shall be limited, in the aggregate, to 100% of the Contract Price, unless damages or losses arise from fraud, fraudulent misrepresentation or wilful misconduct of the Contractor in connection with the Contract.

B.2.2 Other Special Conditions

B.2.2.3 Delay damages for the Works

The **delay damages are 2% (two percent)** of the Contract Price per week or part thereof if the date of Delivery DDP Employer's Site is later than the date provided for in the Project Program. Provided, that the maximum liability of the Contractor for any delay in the performance of the Works shall not exceed **10% (ten percent)** of the Contract Price. The payment of these delay damages by the Contractor shall be the Employers sole remedy for delay.

B.2.2.4 Invoicing and Payment

In the event that progress payment applies to the works the payment structure as stipulated here shall be applied. The Contractor can only claim to a maximum as indicated, subject to providing acceptable and sufficient proof that the deliverables were met as prescribed in the Contract.

1.1 Payment 10% after receipt and acceptance by Employer of Performance Security of 10% and submission detail design package & test plan. Payable net 30 days from date of statement of invoice.

1.2 Progress payment 20 % after receipt of major manufacturing material at Contractor's shop. This progress payment will be made by Employer only after receipt of "Letter of Cession or Ownership" (pro rata the payment) from the Contractor, payable net 30 days from date of statement of invoice and only after acceptance by Employer.

1.3 70 % at Taking-Over or when ready for Taking-Over if Taking-Over is delayed for reasons not attributable to Contractor, net 30 days from date of statement of invoice

Tender no:

and provided the documentation package required under Section C upon Delivery has been delivered to the Employer.

B.2.2.5 **Warranty**

The Contractor's warranty (provided for in the Contract Section C) is for the period until expiration of of twenty-four (24) months from the date of initial operation.

B.2.2.6 **Price Basis**

DDP (Deliver Duty Paid) Foskor Richards Bay (Incoterms 2010) inclusive of insurance, custom clearance, excise duty, export packing, transportation (by sea and road).

Section C

SCOPE OF WORKS and PROJECT SPECIFICATIONS

C.1. Employer Requirements/ Scope of Works

C.1.1 General Description of the Works Background

The Employer's acid division at Richards Bay produces phosphoric acid for export and for production of Granular fertilizer. The production of Phosphoric Acid takes place in two plants; namely Old Plant and New Plant using rock phosphate and Sulphuric acid as raw materials. The weak Phosphoric acid produced is concentrated in the Concentration section by heating through the graphite heat exchanger for evaporating water. The Old plant has a capacity of 1200 MT P₂O₅ /day while the new plant has capacity of 1100 MT P₂O₅ /day merchant grade acid.

C.1.2 Present Situation

There are currently 7 heat exchangers installed by the old concentration section with no spare unit available in hand.

C.1.3 Proposed Solution: Reason for this Tender

Approved Contractor shall be responsible for design& manufacturing of two (2) Graphite Heat Exchangers for a spare for these units. The appointment of a suitable qualified and experienced contractor will inter alia include the design and manufacture to be Fit for Purpose and will include the following:

- Design;
- Procurement ,Supply of materials and Construction
- Handover of equipment at Site of Employer.

C.1.5. Nature of the Works

The nature of the main works is **Design and Build** and is envisaged to include (but not limited to) the following disciplines:

- Mechanical and Thermal Design Calculation.
- Making of Fabrication drawing.
- Procurement, supply of all materials required.
- Construction.

It will be responsibility of Contractor to do what is necessary to complete the scope of works as per applicable specification, adherence to ASME code, meeting quality requirements, financial and time constraints so that the deliverable is Fit for Purpose and **conforms to the requirements of the Contract.**

C.2 Scope of Work

The Scope of Work ("Works") calls for the successful **completion of design, manufacture and delivery DDP, Employer's Site of two (2) Graphite Heat Exchangers along with Top & Bottom cone for Old Phosphoric Acid Plant.**

Although it is envisaged that the Works will be constructed within an defined period (**See PROGRAMME FOR THE WORKS**) (**from commencement to completion**) it will be the Contractor's responsibility to provide Employer with a construction program indicating the start and completion dates of the various phases within the overall contract period.

The project will be undertaken in terms of the latest revisions and amendments of standards and Codes of Practices. The Contractor will complete the Works in accordance with TEMA and ASME code. The construction at supplier's facilities must comply with the country specific health and safety regulations applicable.

The Contractor to read the Scope of Work and execute the work as outlined in the Contract.

The Contractor will be allowed to do work which is not in the Scope of Work, **only** on request or agreement from Employer's Designated Representative, communications issued during the tender process and subsequent to appointments, subject to the provisions of the Contract relating to Variations.

C.2.1 Extent of the Work

The list of Work includes for the Design, Manufacture and Supply of two (2) Graphite Heat exchangers for Phosphoric Acid Plant.

C.2.1.1 After receipt of official order to complete the thermal and mechanical design calculation as per latest ASME standard, the mechanical design calculations to be presented to AIA, appointed by Employer for review and approval. Thermal design output sheet to be submitted for information.

C.2.1.2 Submission of construction drawings (include the GA drawing of complete assembly and parts details, Tube sheet, name plate drawings for approval for **"FIT FOR DIMENSION"**. This will be then presented by the Employer to AIA for approval. Certification in South Africa will be responsibility of Employer.

C.2.1.3 Submission of QCP document for review which will be then presented to local notified body (applicable) and to AIA for approval.

C.2.1.4 Contractor will be responsible for ASME "U" stamping and ASME certification. Contractor will be responsible for providing an additional name plate with information formatted as required by the SANS 347 Pressurized Equipment Regulation requirement under code of RSA /CI/OHSA-81-10 & TEMA "C".

C.2.1.5 The procurement of all materials and equipment required to fulfil the Scope of Work.

C.2.1.6 All material of construction shall be supplied by the Contractor and must comply with the given specification as on approved drawing.

C.2.1.7 Hydro test as per design requirement as stated in data sheet.

C.2.1.8 Contractor shall be responsible for the transportation of the completed heat exchanger to Employer's Site in accordance with Incoterm DDP, Employer's Site.

C.2.1.9 Since this heat exchanger will be kept in store until completion of building, before shipping heat exchanger must be pressurized with an inert gas for long term storage. Contractor must make provision for gas tight sealing of all opening with proper metal blanks, gaskets, bolts and fitting for filling of inert gas with pressure gauge and isolation valves.

C.2.1.10 After offloading to Employer site Contractor to do leak test by pressurising on shell side with water.

C.2.1.11 Three (3) sets of hard copy and one (1) soft copy of data pack need to submit for considering release of final payment (Data pack must include but not limited to, thermal design output sheet, approved mechanical design Calculation by local notified body as applicable and AIA, Construction drawings "AS BUILT" approved by local notified body applicable and AIA, Approved QCP document, Certificate of conformity, Material test certificate, inspection report, Installation and maintenance manual.

C.2.1.12 GA drawing of Heat Exchanger and other non-proprietary drawings in AutoCAD.

C.2.1.13 Top and bottom cones must be assembled along with springs with heat exchanger.

C.2.1.14 Cones should be rubberized 4mm bottom layer Ebonite Rubber plus 4mm top layer Butyl Rubber, total thickness is 8mm steam cured in autoclave suitable for application at vacuum.

C.2.2 Design

(a) Submission of drawings for approval

Before manufacture, supply or construction of any part of the Contract Works the Contractor shall submit the Drawings to Employer for Approval in the form and quantity specified and in accordance with an agreed Program.

The GA drawing and other non-proprietary drawings must be in AutoCAD.

All the proprietary drawing must be in PDF format.

Employer will be issued "fit for Dimension" versions of these drawings to be approved by a licensed Pr Engineer appointed by Contractor and then AIA appointed by Employer as "for APPROVAL" construction drawings.

- (i) Employer will approve or comment on Drawings within the times required under the Contract. No drawing shall be considered as Approved unless the approval has been given in Writing.
- (iv) The Approval of Drawings shall not exonerate the Contractor of its responsibility for design, design competence, detail and dimension and from its liability to carry out the Works in accordance with the terms of the Contract.
- (v) Proposed alterations and/or modifications to the Contract Works either in the design or construction stage shall be covered by formal revisions to the original Drawings submitted for Approval. Revisions shall be submitted by the Contractor, at its own expense, to Employer for Approval.
- (vi) No drawing Approved by Employer shall be departed from and/or amended without the instruction or Approval of the Employer. All dimensions shown on Drawings supplied by the Contractor shall be considered correct although measurements by scale may differ therefrom.
- (vii) Amendments and/or additions shall be incorporated in the relevant Drawings and be resubmitted for Approval by Employer and if subsequently Approved in writing by Employer, shall be considered as part of the Conditions of Contract.
- (viii) The Contractor shall deliver to Employer, within 1 (one) month, or within the period as stipulated in the Conditions of Contract after the Contract Works have been Taken

Over, all final "as built" documentation of the Contract Works as actually executed and shall certify that it include all corrections and/or modifications made during the course of the Contract and that a complete, final list of Drawings with titles and latest revisions has been supplied.

- (ix) 3 set of hard copy and one set of soft copy of approved drawings and "AS BUILT" drawings required along with data pack for final hand over.
- (x) One set of GA drawing and other non-proprietary drawings are required in AutoCAD format only for Final hand over of the Works.

(b) Employer's right to use drawings

- (i) Employer shall have the right to use all non-proprietary Drawings supplied by the Contractor in terms of the Contract to provide to third parties solely for the purpose of maintenance of the Contract Works, including repairs, but excluding replacements, modernisation and renewals, and excluding the manufacture or supply of proprietary spare parts. The Employer may request the consent of the Contractor to do anything which is excluded herein.
- (ii) Employer shall furthermore be entitled to issue general arrangement Drawings supplied by the Contractor to provide to third parties where an interface is required between existing and/or new plant and the Contract Works supplied by the Contractor.

(c) Intellectual Property Rights

- (i) In the event of
 - (a) Any design of the Contract Works provided by the Contractor;
 - (b) The manufacture and supply of the Contract Works or any part thereof;
 - (c) Any work done or method employed in the execution of the Contract Works; and
 - (d) The operation or use of the Contract Works or any part thereof;
 being covered by any letters patent, registered design, trade mark, copyright or other industrial property right protected by law, then the Contractor shall be responsible for obtaining the necessary license or permission and shall be responsible for the payment of all fees, royalties and other charges, if any, that may be payable under the terms of any such license or permission.
- (ii) Notwithstanding the above should infringement of any letters patent, registered design, trade mark, copyright or other industrial property right protected by law, occur or allegedly occur, then the Contractor shall be liable to Employer and hereby indemnifies and keeps Employer indemnified against all liabilities, damages, claims, costs and expenses (including indirect damages which shall include but not be limited to damages or costs for delay in executing the work, legal costs and settlements resulting therefrom) that may result from such infringement or alleged infringement.
- (iii) In the event of any claim being made or proceedings instituted against the Employer to which the above indemnity applies, the Contractor shall afford all available assistance for the purpose of contesting any such claim or proceedings, including but not limited to, making available witnesses and documentary evidence.

- ((iv) All drawings, specifications, technical data and other information furnished by Contractor will remain the property of Contractor and the copyright in all such material will remain vested in Contractor.

(d) Final Package for Supply, Install, Construction.

The Contractor will provide complete documentation and specifications, drawings, part lists, bill of quantity and/or schedule towards the procurement and supply, installation, fabrication and construction of the Contract Works.

This will be done on completion and approval of the Final Design.

C.2.3 Operating and Maintenance Information

Prior to Commissioning the contractor shall furnish the Employer with the specified number of sets of descriptions and recommended operating and maintenance information for the Plant incorporated in the Contract Works.

Supervision and training for operation & maintenance for the commissioning and performance testing stage of the Contract Works is presently not included into the scope by the Contractor.

C.2.4. Quality of Work, Workmanship and Labour

- (a) The whole of the Contract Works shall be provided and carried out in accordance with the Contract. All the "Work" to be supplied under this Contract shall be of new and first class material and workmanship and will be free from latent and patent defects for the Warranty Period described in Section B.
- (b) If any part of the Works is or becomes defective within the Warranty Period, then upon request of the Employer, the Contractor will at its option and expense:
- i) have the defective part of the Works repaired at the place of manufacture;
 - ii) repair or correct the defective part at or near the Site; or
 - iii) furnish new parts and/or materials to the extent necessary to cause the Works to meet the warranty requirements.

Parts required to repair or replace defective Works will be supplied by the Contractor with freight pre-paid to the Site.

- (c) Employer shall by notice in writing inform the Contractor of any defect in the Works promptly upon becoming aware of the same, but no notice will be effective if received by Contractor after the expiration of the Warranty Period. If the Contractor fails to repair or replace the defective Works as provided herein within a reasonable period of time after being notified of the defect, the Employer may do so, and its reasonable costs will be due and payable by the Contractor.
- (d) Defects which result from corrosion, normal wear and tear, improper or unauthorized installation, modification, operation or maintenance are not the responsibility of the Contractor.
- (e) Employer will be responsible for the accuracy of all information provided by it to the Contractor. If Contractor incurs additional expense in performing its obligations under the Contract as a result of an inaccuracy in the information provided by Employer, Employer will reimburse Contractor for such expense, provided Contractor exercised reasonable diligence to ensure all information reasonably necessary was provided by or requested from Employer.

C.2.5 Commissioning

- (a) Commissioning of the Contract Works shall be carried out by Employer.
- (b) Contractor guarantees the thermal performance of the Works when the Works are operated at the Equipment Design Basis specified in C.5 (the "Performance Guarantee")
- (c) If it is established after initial operation that the Works do not meet the Performance Guarantee, a performance test witnessed by a Contractor representative shall be made within three (3) months of start-up of the Works. Test conditions for this performance test shall be agreed between the Contractor and Employer prior to the conduct of the test. Should it be found that the Contract Works or any part thereof do not comply with the Specification or do not pass the tests specified, the Contractor shall forthwith and at its own expense provide such modifications, alterations or adjustments to the Contract Works as may be necessary to ensure full compliance with the Contract Scope of Works and Specifications.
- (d) The Contractor's obligations with respect to the performance of the Works upon and after initial operation are subject to:
 - i) The Works being handled, stored and installed in strict accordance with the Contractor's instructions;
 - ii) The Works being operated and maintained in strict accordance with Contractor's instructions and the Works and the Plant being operated and maintained in accordance with best practice in the chemical processing industry;
 - iii) The Contractor having full access to the Works as installed to inspect its operation and to examine all operating data pertaining to its operation;
 - iv) No alterations having been made by the Employer which could in any way affect the ability of the Works to achieve the guaranteed performance, unless Employer obtained prior written consent from Contractor to make such alteration.
 - v) After installation of the unit for operation, the contractor will be responsible for the maintenance of the heat exchanger for six months.

C.2.6 Supply

Equipment means all parts, goods, etc involved with the Contract Works to ensure that is Fit for Purpose and it complies with the Contract.

The Employer shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Contractor so as not to delay the provision of Equipment.

The Contractor shall, in accordance with the requirements of the Scope of Work, provide the Equipment in the quantity, on or before the due date determined in accordance with this Contract.

(a) PACKAGING, MARKING AND DELIVERY

1. All Equipment shall be packaged in accordance with the provisions of the Scope of Work. Where no provisions are made in the Scope of Work for packaging, the Equipment shall be properly packed for long term storage in suitable way to protect the contents against damage through rough handling and for over-storage in transit or whilst in store.
2. Unless otherwise stated in Contract, all containers (including packing cases, boxes, tins drums and wrappings) supplied by the Contractor shall be considered as non-returnable, and their cost having been included in the price of the Equipment.
3. The Contractor shall:

- a) clearly mark the outside of each consignment or package with the Contractor's name and full details of the destination in accordance with the Employer's order and include a packing note stating the contents thereof;
- b) on despatch of each consignment, send to the Employer at the address for delivery of the Equipment, an advice note specifying the means of transport, weight, number or volume as appropriate and the point and date of dispatch;
- c) Send to the Employer a detailed priced invoice as soon as is reasonably practical after despatch of the Equipment, and
- d) State on all communications in the relevant order number and code number (if any).

-(b) QUALITY OF EQUIPMENT

- 1 All Equipment supplied shall comply with the requirements of the Scope of Work, or shall conform in all respects to the sample which form part of the Contract.
- 2 All Equipment covered by this Contract shall be the subject of the Employer's inspection and test at all times before, during or after manufacture. The Contractor shall furnish without extra charge all reasonable facilities and assistance for the safe and convenient inspection or test required by appointed inspectors at Contractor's facilities. Such inspections may be carried out on the Contractor's premises. The Contractor shall advise the Employer in writing when portions of the Contract Works at designated inspection points are ready for inspection 14 days prior to such inspection so that Employer may attend such inspection if the Employer wishes to attend. If Employer requests that the inspection be delayed, the Contractor is entitled to equitable extension of the delivery dates and increased costs incurred by Contractor. The fact that such inspections have not been carried out by the Employer for whatever reason shall in no way release the Contractor from any of its obligations under the Contract.

C.3 Plant Data, Site Conditions and Locations of Works**C.3.1 Site Conditions and Location of the Works**

Equipment /Work completed to be hand over at **Phosphoric Acid plant, Richards Bay**

The Site is situated **within** the premises of the Employer at Richards Bay.

C.4. Detail Project Programme**C.4.1 Approved Programme**

Within 7 days from the contract award the Contractor shall submit to Employer's designated representative for his approval, his detailed programme, labour and plant schedules suitably subdivided into sections and activities within each section of the works.

The detailed programme shall be based upon and fall within the limits and constraints of the Contractor's proposed programme.

Employer's designated representative will monitor progress of the works against the approved program.

C.5. Reference Drawings and Technical Data

The following drawing, data and/or manuals remain the property of the Employer and shall be returned to the Employer on completion of the Works.

Tender no:

Drawing No.	Title / Description	Revision
CO528335	General Drawing for Heat Exchanger	01
SS-000000-M-002	Specifications of rubber lining	0
SS-000000-G-003-03	Specifications of corrosion protection	3
150130-2351-45ED-0006	Heat Exchanger DATA sheet.	0

C.5.1 Equipment Design Basis

Exchange Area	Refer attached GA drawing
Pass	1 pass product side
Installation	Vertical
Tube sheet	Graphite
Bottom	Fixed tube sheet
Top	Floating tube sheet
Shell material	Entire Shell- Stainless Steel 316L
Size Shell	1450 mm diameter x 5880 mm height Between the tube sheet
Tubes	Tubes Diameters - OD – 51mm, Graphite with carbon fibre wrapping ID – 37mm, No of Tubes - 475
Top and bottom cone	Inlet Chamber Material – Carbon Steel Rubber lined Outlet Chamber Material – Carbon Steel Rubber lined
Tie rod	S/S 316L
Baffles	S/S 316L
Nozzles sizes – Steam inlet	610 mm or 24 inches
Nozzles sizes – Condensate outlet	200 mm or 8 inches
Design Pressure, Test Pressure, Design Temperature, Capacity (cubic meters)	Refer attached data sheet
Operating Conditions	Feed Acid Concentration - Units operate independently. Acid concentration at inlet-26%,outlet -54% P ₂ O ₅ Pressure in Flash Chamber 10 – 13 kpa (Absolute) Feed Acid Temperature– 65 +-5°C Circulating Acid Temperature at heater inlet - 86°C Circulating Acid Boiling Temperature - 89°C Circulating Acid Temperature at heater outlet – 89°C Circulating Acid Flow – 4800 m ³ /hr Steam Flow - 31 000 kg/hr Circulating acid specific gravity unit – 1.6 – 1.7

Tender no:

	Steam temperature 109 – 130 °C
	Steam Pressure 140 – 280 Kpa Gauge
	Circulating Pump
	Supplier, Model, Type – Ensival, AHRM 700B VB
	Flow –4800m3/hr
Chlorine in Rock (ppm)	750
Fluorine in concentrated acid	0.25 to 1%
Solids in Concentrated acid	2-4%

C.5.2 Template for Name plate design

COMPANY LOGO AND PHYSICAL ADDRESS		
MANF NAME & COUNTRY		
MANF SERIAL No:		YEAR OF MANUFACTURING
DESIGN CODE/STANDARD		
YEAR OF ISSUE		ADD
CERTIFICATION		
SANS 347 CATEGORY		
	SHELL	TUBE
MEDIUM		
DESIGN TEMP	°C	°C
OPERATING TEMP(IN/OUT)	°C	°C
DESIGN PRESSURE	kPa (g)	kPa (g)
OPER PRESS	kPa (g)	kPa (g)
FIELD HYRDO TEST PRESS	kPa (g)	kPa (g)

Tender no:

RADIOGRAPHY	SPOT	SPOT
CAPACITY	 Cub.m	Cub.m
EQUIPMENT DESCRIPTION		
PURCHASERS TAG No		
INSPECTION .AUTH & STAMP		

C.5.3 Vendor to fill the below proposed information along with the tender,

Sl.No	Design Parameters	UOM	Values
1	Design pressure	bar (g)	
2	Design temperature	°C	
3	Nozzles, process side	inch	
4	Nozzles, steam side	inch	
Construction details:			
5	Type of heat exchanger		
6	Heat transfer area	m^2	
7	Nominal diameter of shell	inch	
8	Number of tubes	ea	
9	Tube outside diameter	mm	
10	Tube inside diameter	mm	
11	Single tube length	mm	
12	Number of joints on tube	ea	
13	Length between tube sheets	mm	
14	Number of process passes	ea	
15	Number of baffles	ea	
16	Baffle cut	%	

Tender no:

17	Position		
18	Cone rubber lining		
19	Weight	kg	
	Material details:		
20	Tube		
21	Tube sheet		
22	Tube sheet reinforcement		
23	Headers		
24	Baffles		
25	Sliding gasket		
26	Steel parts		
27	Shell bottom plate		
	Design Parameters	UOM	Values
	Tube physical properties		
28	Tensile stress at 20 'C	N/mm ²	
29	Bending stress	N/mm ²	
30	Compressive stress	N/mm ²	
31	Tensile strength of bonded joints	N/mm ²	
32	Bursting pressure at 20'C	bar (g)	
33	Permeability coefficient	cm ² /s	
34	Max allowable temperature in the graphite	°C	
35	Young's modulus	kN/mm ²	
36	Radial thermal conductivity	W/mK	
37	Longitudinal thermal conductivity	W/mK	
38	Mean coefficient of thermal expansion	µm/mC	
39	Apparent density	g/cm ³	
	Tube sheet physical properties		
40	Tensile stress at 20 'C	N/mm ²	
41	Bending stress	N/mm ²	
42	Compressive stress	N/mm ²	
43	Tensile strength of bonded joints	N/mm ²	
44	Bursting pressure at 20'C	bar (g)	

Tender no:

45	Permeability coefficient	cm ² /s	
46	Max allowable temperature in the graphite	°C	
47	Young's modulus	N/mm ²	
48	Radial thermal conductivity	W/mK	
49	Longitudinal thermal conductivity	W/mK	
50	Mean coefficient of thermal expansion	µm/Cm	
51	Apparent density	g/cm ³	

C.6. Work/Services Included/ Excluded

C.6.1 Employer Responsibilities

Employer shall be responsible for		Applicable:
1	Supply a copy of the relevant Employer Procedure Specification(s).	refer C.9
2	Supply a copy of reference drawings if required. (if applicable)	refer C.5
3	Supply Technical specification of the Work. (if applicable)	refer C.5
4	Compressed Air for the works Compressed Air for the use of the works will be supplied free of charge at a point agreed by the Employer	NO
5	Provide access to electricity connection points - Connection and consumption need to be monitored by Contractor and verified by Employer on defined intervals (usually at the beginning and end of contract) - Electricity for the use of the works will be supplied free of charge at a point agreed by the Employer - The Contractor shall make connection to the existing supply and execute all necessary temporary and permanent installation like supply and laying power cable from near- by substation and installation & supply of DB as per work requirement and remove same and make good on completion of project.	YES
6	Provide access to potable water Connection and consumption would need to be monitored by Contractor and verified by Employer on intervals (usually at the beginning and end of contract) defined by Employer.	YES

Tender no:

Employer shall be responsible for		Applicable:
	Water for the use of the works will be supplied free of charge at a point agreed by Employer. Installation of permanent and temporary piping in accordance with Employer's Specifications is the responsibility of the Contractor.	
7	Provide a suitable area for site establishment for Contractor. - Contractor to formally in writing motivate, request and define the area and services it deems necessary for site establishment. - Employer will at its own discretion (if request is approved) allocate an site establishment area, however the Employer may, should it deem necessary retract or re-define its approval by giving reasonable notice to the Contractor.	ON REQUEST
8	Provide access to ablutions facilities. (not change rooms) - Contractor workers to be fully dressed in required PPE when coming on site. - The Contractor to ensure that its workers/subcontractors/ supplier that are making use of facilities, do so in an orderly and well-mannered way. - Contractor is not allowed to make use of Employer's change room or tearoom facilities unless agreed to in writing.	YES
9	Assist in issuing of work clearances and HIRA certificates.	NO
10	Waste/ Scrap bins for disposal of waste (general and contaminated) where and when required. (only if not part of the Scope of Works) Contractor to indicate the type (no and size of bins) and frequency of waste disposal it would require.	YES
11	Supply of Crain & rigging crew for offloading at Employer Site.	YES

C.6.2 Contractor's Responsibilities

Contractor shall be responsible for		Applicable:
1	Supply of scaffolding, cranes, rigging and lifting equipment at Contractor's facility.	YES
2	Supply of suitable trained, qualified, skilled and competent labour with the required know-how, which shall include, inter alia,; general, specialized, artisans and supervision to fulfil the Scope of Work.	YES
3	Supply of tools and any specialized equipment required for Works	YES
4	Compressed Air for the works The Contractor shall make his own arrangements and provide all facilities for compressed air for the use while executing the Works.	YES
5	Supply suitable (approved) personal protective equipment (PPE) for the works to be undertaken.	YES
6	To ensure that all work is reviewed by designated Employer's Representative/s at all stages and/or agreed milestones as set out in the Contract. All work completed needs to be inspected and approved by the Employer's Representative/s as set out in the Contract.	YES

Tender no:

Contractor shall be responsible for		Applicable:
7	During and after installation/construction and commissioning the Contractor shall conduct final inspection of all work together with Employer's Representative/s to compile SNAG list.	NO
8	To ensure that all acceptance approvals as per the Quality Control Policy (QCP) are received before work final handed over.	YES
9	All work to be completed by the Contractor will be inspected and approved by the Employer's Representative/s. It is the contractor's responsibility to ensure that all work is reviewed by the Employer's Representative at all stages of the project. After installation/construction and commissioning, the Contractor shall conduct final inspection of all work.	NO
10	The Contractor shall ensure that all acceptance approval as per the QCP is received before work is handed over.	YES
11	The Contractor shall ensure that all drawings are redlined with all changes during the manufacture by the Contractor and shall ensure these are issued to the Employer's Representative at Delivery.	YES
12	KEY PERSONNEL The Contractor shall furnish Employer with a list of addresses, e-mail addresses, cellular and telephone numbers of key personnel in the Contractor's organisation, who may be contacted in an emergency both during and outside office hours.	YES
13	EXAMINATIONS AND INSPECTIONS The Contractor shall include in his rates and prices for all costs involved with regard to statutory examinations and inspections of plans, machinery and workings to comply with the appropriate Local Laws and Regulations and indicate these items in the Programme.	YES
14	MAINTENANCE OF CONTRACTOR'S OWN EQUIPMENT Maintenance of the Contractor's own Equipment will be its total responsibility including the provision of spares, parts, standby equipment, labour and consumables and workshop facilities.	YES

Note that concerning above:

- i. Contractor remains ultimately responsible for management, control, maintenance, and security of its designated area of work at Contractor's facilities, established site (container/workshop/material), labour, sub-contractors, suppliers, and equipment.
- ii. All items of any nature that the Contractor brings onto the Site, will be subjected for inspection and approval by the Employer and shall conform to the Employer's procedures.

C.7. Standards Specifications

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

Deviation from the Standard Specification shall be covered under the Particular Specifications.

Number	Title / Description	Version	Applicable
OTHER STANDARDS on this Tender			
ASME I	Power Boilers	Latest	
ASME VIII	Rules for Construction of Pressure Vessels	Latest	YES
ASME V	NDT Specifications	Latest	
ASME IX	Qualifications Standards for Welding Specifications	Latest	
TEMA C	Construction of Heat Exchangers	Latest	YES

C.9. Particular (Employer) Specifications

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

Those specifically applicable to this Contract is **marked with "YES"**, however it does not exclude or limited to other specification listed or implied, and it remains the Contractor's responsibility to ensure that work execution is in line and meets the requirements of all standards indicated or not to make the Works Fit for Purpose.

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	

Tender no:

Number	Title / Description	Version	Applicable
FC026	General Specification For Roadworks	Latest	
FD001	Design Criteria for Structures	Latest	
FG001	General Requirements for Projects	Latest	
FL001	Design and Fabrication Criteria for Ladders and Walkways	Latest	
FM001	General Mechanical Specification	Latest	
FM002	Rubber lining of Vessels and Piping	Latest	
FM003	Welding of Fabricated Equipment	Latest	
FM273	Fire Tube Waste Heat Boiler	Latest	
FM432	Canevas specification	Latest	
FQ001	General Engineering Quality Requirements	Latest	
FQ002	Non Destructive Testing	Latest	
FS001	Fabrication and Erection of Structural Steel	Latest	
FS002	Specification of Roof and Side Cladding	Latest	
FT001	Trestles and Access Platforms	Latest	
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	
GE1	Design of Electrical Installation1	Latest	
GM1	General Mechanical	Latest	
GM2	Mechanical Erection	Latest	
GM3	Surface preparation and protection specification: Paint	Latest	
GM4	Pressure Vessels including Auxiliary equipment	Latest	
GM5	Pipe Standards Including Auxiliary Equipment	Latest	
GM6	Engineering Drawing and Document requirements	Latest	
GM7	Electric Overhead Travelling Cranes	Latest	
GM8	Surface Protection	Latest	
GQ1	Quality Control procedure for Contractors	Latest	
GS1	Structural Steelwork and Platework fabrication and erection	Latest	
GS2	Metal roofing and cladding of structure	Latest	
GV1	Mine Health and Safety Act for Contractors and Consultants	Latest	
MC001	Colour Coding Richards Bay	Latest	

Tender no:

Number	Title / Description	Version	Applicable
MC002	Scope of Corrosion Protection Richards Bay	Latest	
MC003	Painting High Spillage Areas	Latest	
MC004	General Plant Painting Specification Low Temperature	Latest	
MC005	General Plant Painting Specification High Temperature	Latest	
MC006	Repair Damaged Steel Work	Latest	
MC007	Steel Denso Wrap System	Latest	
MC008	Pipe/Flange Protection Denso Wrap System	Latest	
MC009	General Plant Protection High Corrosive Areas	Latest	
MC010	Painting Tank Grillage	Latest	
MC011	Internal Painting of Tanks with Demineralised Water	Latest	

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

Wherever the words "shall be deemed to be included in the description", "shall be stated" or other words having the same effect, appear in the Standard System, it shall be deemed that all descriptions in these Bills of Quantities/Lump Sum documents incorporated such inclusions and statements whether specifically stated or not.

Whenever reference is made to "Sub-Contractor", "Nominated Sub-Contractor" or the like in the specifications included or referred to Section, it shall be deemed to mean "Contractor" as defined.

C.10 Nominated Sub Contractors

The following Subcontractors are nominated by the Contractor:

Contractor	Concerning Works	Contact

C.13 Quality Management

The Contractor must adhere to the following Quality Management System requirements

C.13.1 Quality Assurances:

- i. The Contractor shall maintain an effective documented system for the control of product quality.
- ii. Proof of compliance (performed quality document) with a recognized quality assurance standard, such as ISO 9000, must be in place.
- iii. The Contractor Quality Assurance Department Manager shall be responsible to a senior executive only and not be under the control of persons responsible for production.
- iv. The Contractor Quality Assurance Manager is regarded as the principal link between the Contractor and the Employer in all matters affecting quality.
- v. The Contractor's Quality Manager shall have access to documents and to all other associated specifications, drawings and documents necessary for the satisfactory execution of the Works.

C.13.2 Quality Control:

- i. A detailed QCP (Quality Control Plan) shall be submitted within 45 days of commencement date.
- 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, material certificates, DFT (Dry Film Thickness) tests, 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.**
- 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 the Employer's Representative/s.
- iv. At each milestone, the designated Employer's Quality Representative/s must approve the quality and standard of work being produced.
- v. It shall be the responsibility of the Contractor to give the Employer timely notice of hold and witness points requiring their intervention. The Contractor shall advise the Employer in writing when portions of the Works at designated inspection points are ready for inspection 14 days prior to such inspection so that Employer may attend such inspection if Employer wishes to attend. If Employer requests that the inspection be delayed, the Contractor is entitled to equitable extension of the delivery dates and increased costs incurred by Contractor.
- vi. In the event that the Employer did not approve the quality of work being produced, the Contractor will have to redo work to a standard that is acceptable to the Employer in accordance to the Scope of Work. This will be for the Contractor's account. The Employer will not entertain any claims arising from this.

Section D

CONTRACTS WORKS PROGRAMME

Tender no:

Site Inspection Date

As Per Section A

Tender Closing Date

As per Section A

Contract Award Date

Within 90 days of closing of Tender

Completion of Works/ Final Handover

6-7 months from Contract Award Date

Stage	Description		Milestone*	Cumm
	Commencement Date	Contract Award	0	0
	Compliance to requirements and provision of guarantees, warranties, programme etc.	As per contract	+2 weeks	2 weeks
Stage 1	Design Process	Design	+ 6 weeks	8 weeks
Stage 2	Design approval		+ 2 weeks	10 weeks
Stage 3	Fabrication process	Construction	+ 10 weeks	20 weeks
Stage 4	Make Ready for shipment	Shipment	+ 1weeks	21 weeks
Stage 5	Shipment & deliver to Foskor		+5 weeks	26 weeks

* calendar weeks

Section E:CONTRACT PRICE

Tender no:

E.1 Form of Tender

	From Bill of Quantities – if applicable or →	Qty	x rate =	ZAR	
1.0	SUB TOTALS:				
1.01	Tender Price	2			A1
1.02	N/A				A2
1.03	N/A				A3
	Sub Totals Sum (Excluding VAT)				A=sum A1+A2+A3
2.0	Minus: Discount offered	%	of Sub Total A		B
3.0	Total Tender Sum (Excluding VAT)				C =A+B
4.0	Add: VAT	14%	of C		D
5.0	Total Tender Sum (Including VAT)				E=C+D
5.01	In the event of their being any 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.				
5.02	We further undertake that this tender cannot be withdrawn or retracted for 90 (ninety) days from the closing date or any extended closing date of the tender.				
5.03	Notwithstanding that, this tender is submitted by invitation, it is clearly understood and agreed that there is no obligation upon you to accept the lowest or any tender.				
5.04	The tendered prices are fixed and firm for the duration of the contract, and unless specifically agreed to in writing. Performance Security for proper performance in amount and currencies equal to 10% of accepted contract value in the form of a bank guarantee and shall conform strictly to the Performa contained in Section F. The bank guarantee shall be issued by a nationalised bank of South Africa and will be valid till warranty period or defect liability period .				
5.05	Unless and until the formal agreement is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding contract between us.				
5.06	We the undersigned are willing to contract for, and undertake the work required to be done as described in this document in accordance with the Enquiry Documents to the satisfaction of Foskor and exclusive of Value-added Tax, at the rates detailed in the attached Schedule of Quantities totalling (in words below) or such other sum that may be ascertained in accordance with the Contract.				
In Words:					
Signed at			on		
Signature					
	For and on behalf of the Tenderer(duly authorized)			As Witness	
	Company Stamp				

E.1.1 Schedule of Prices: Pricing Instructions

1. This Schedule of Prices has been divided into the subsections as per BOQ's.
2. The Contractor's attention is drawn to the Conditions of Contract, to the Specifications, and to the Contract Drawings, which are to be read in conjunction with the Schedules of Prices.
3. Measurement shall be made of the finished work from the net dimensions or weights indicated on the drawings except where otherwise specified and no allowance shall be made for waste. The rates are deemed to include a waste factor.
4. Prices and rates to be inserted in this Schedule of Prices are to be the full inclusive value of the work described under the several items, including all costs and expenses (excluding VAT) which may be required in and for the construction of the work described, together with all general risks, liabilities and obligations set forth or implied in the Documents on which the Tender is to be based. Where special risks, liabilities and obligations cannot be dealt with as above, then the price thereof is to be separately stated.
5. A price or rate is to be entered against each item in the Schedule of Prices regardless of whether quantities are stated or not. Items against which no price is entered are to be considered as being covered by the other prices or rates in the Schedule.
6. Unless specifically noted to the contrary each item in the Schedule of Prices shall include for the supply, transport to site, store and fix in position of all materials required for the completed item including finishing and protective coatings and shall include all labour and plant required to complete the item.
7. The quantities given in this Schedule should not be used for ordering materials. The Contractor shall verify all measurements prior to ordering

Tender no:

E.1.2 Contract Price Adjustment

If the Total Contract Price as per Section E1 is not firm and fixed for the duration of the contract:

- E.1.2.1 The Contractor shall specify the applicable coefficients (proportions) and Index names for calculating the above CPA factor hereunder.

SIGNATURE

DATE

on behalf of

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

TO BE SUBMITTED WITH THIS TENDER

The Contractor shall submit with this Tender:

- 1 Initial programme (Bar Chart/Gantt Chart - see **E.2.1**);
- 2 Milestones (see **E.2.2**); and
- 3 Indicative Cash Flow (see **E.2.3**)

for the Works to be completed in the time allowed

OTHER IMPORTANT NOTES

- c) The Contractor 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 Contractor is still to submit a tender in the form required in this tender.
- d) The Contractor is to list and motivate any deviations in terms of Commencement Date and/or time allowed and this is subject to approval by the Foskor Engineer.
- e) It would be expected, in the event of critical work and/or work behind programme/schedule to make up the time and work and complete the work using a shift schedule at no cost to Foskor.
- f) The Contractor shall use a Work Breakdown Structure (WBS) to compile the programme, and use MS Projects to compile the programme.

E.2.1 Initial Programme to be Submitted

The interim and final project completion dates, as indicated in table in **Section D** should be used as the guideline for the Contractor to compile the detail project schedule.

After the contract agreement is accepted (by signature of an agreement or issuing an acceptance of Purchase Order) the dates will be fixed and will be applicable when applying the penalty clause as per agreement.

ATTACH GANT CHART AND/OR BAR CHART TO THIS PAGE

Tender no:

E.2.2 Table with Milestones to be Submitted

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

[illegible]

Tender no:

E.2.3 Table with Cash Flow Estimates to be Submitted

Using the initial programme the Tender is to submit an estimated cash flow forecast.

Month/ Period/ Work Progress	Estimated Cash Flow per Month/Period/ Work Progress	Cumulative Cash Flow

Tender no:

E.3 Schedule of Key Personnel on the Project

The Contractor shall:

1. Complete schedule E.3. below concerning the Key Personnel on the project, indicating also if the person is employed by the Contractor, a sub-contractor or temporary employed person.
2. Submit a project organogram showing the relationships and authority.
3. Provide attached to the tender submittal condensed CV's, and where applicable provide proof of registration in terms relevant regulations

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				
Safety Representative				
Quantity Surveyor	N/A			
Structural Engineer	N/A			
Electrical Engineer	N/A			
Mechanical Engineer				
Geotech Engineer	N/A			
EIA Specialist				
Technician				

These persons shall not be substituted without prior consultation with and approval from Foskor.

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

Tender no:

E.4 Schedule of Similar Contracts Undertaken

Please provide a list of work done on contract of which the Scope of Works are similar to the one described in this document

[illegible]

Section F– PROFORMA DOCUMENTS

F1 –Performa for Performance Bond in form of Demand Bank Guarantee

F2- Performa for Performance Bond in form of Insurance Bond.

F3-Performa for Retention Bond in form of Insurance bond

F1 .Performa for Performance in form of Demand Bank guarantee

Foskor (Pty) Ltd – Richards Bay Division
21 John Ross Parkway
Richards Bay
3900
South Africa

Our Performance Guarantee Reference Number: TBC

page1

We, the ----- of South Africa Limited, ----- (“the Bank”) being duly authorised thereto hereby unconditionally and irrevocably undertakes to pay ----- (“the Employer”) the maximum amount of ----- (---%) of the sales amount, ZAR ---,---,-- (-----) (“the Guaranteed Amount”) upon receipt of a first written demand for payment from the Employer, received at the Bank’s address as stated above, of an amount not exceeding the Guaranteed Amount. The written demand must state that the amount is due and payable in terms of Contract Number FT---/11/-- for the ----- (“the Contract”) between the Employer and ----- (“the Contractor”) and that the Contractor has failed to duly perform in terms of contract and expressly which obligation/s the Contractor has failed to perform

1. The Bank’s liability under this guarantee is of a principal nature and this guarantee is not accessory to the liability to the Employer. The Bank’s liability hereunder shall not be reduced or in any way affected by the release or alteration of the terms of the Contract by the Employer, or by reason of any concessions, extensions of time, or any other arrangements made with the Contractor.
2. The Bank will pay under this guarantee without reference to the correctness or otherwise of the amount demanded up to and including the Guaranteed Amount and without regard to any claim or dispute of any nature which any party may allege.
3. This guarantee is neither negotiable nor transferable, restricted to the payment of money only and will not be interpreted as extending the Bank’s liability to any more than the payment of the Guaranteed Amount.
4. This guarantee will expire, whether returned to the Bank for cancellation or not, at 14:00 on the ----- 20--, (“the Expiry Date”), at which time the Bank’s liability hereunder will cease and no further claims will be considered thereafter.
5. Any change to the terms and/or conditions of this guarantee, must first be agreed to in writing by the Employer , the Contractor and the Bank.

Our Performance Guarantee Reference Number: TBC

page2

6. Payment under this guarantee will only be made against surrender of this original guarantee by the Employer . Payment will only be made at the Bank's address referred to in paragraph below, provided the following conditions are met:

6.1 the demand refers to the reference number of this guarantee.

6.2 the demand is made in paper form, originally signed by handwriting and be sent by special courier to the -----.

6.3 reach us not later than the Expiry Date at 14:00 South African time.

7. This guarantee is subject to the international chamber of commerce uniform rules for demand guarantees no. 758

Tender no:

F2. Performa for Performance Bond in form of Insurance Bond

Guarantee No.

WHEREAS ----- (hereinafter referred to as "the Employer") entered into a Contract with -----
----- (hereinafter referred to as "the Contractor") on the ... day of 2011 for at
.....

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of an unconditional and irrevocable guarantee for the due and faithful fulfillment of such Contract by the Contractor.

AND WHEREAS ----- (Pty) Ltd on behalf of -----
----- Limited has at the request of the Contractor, agreed to give such guarantee (**REQUIRED:** Authority from -----
----- Company Limited to ----- (Pty) Ltd) to issue guarantee on their behalf)

NOW THEREFORE we and in our capacities as and and as such duly authorized by ----- (Pty) Ltd underwriting for and on behalf of -----
----- Ltd do hereby hold at the Employer's disposal and undertake to pay to the Employer the amount not exceeding the amount as set out in paragraph 5 , for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions: [NOTE: Why are the two employees **guaranteeing and binding themselves** – the company should be bound, that is, -----
-- (Pty) Ltd – if employees are binding themselves then guarantee not acceptable – Foskor is not going to conduct a due diligence on employees of ----- (Pty) Ltd].

1. Payment shall be made to the Employer on receipt by -----
(Pty) Ltd at the address stated in paragraph 8 of the Employer's first written demand and which demand shall be accompanied by this original guarantee as well as the following:

1.1 Written confirmation, signed by the Employer, stating that the Contractor is in breach of contract in terms of which this guarantee was required and the amount being claimed.

2. The Employer shall, without reference and/or notice to the Company, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or **may** agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the works under the said Contract, and that its rights under this Guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps that the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.

3. This Guarantee shall be limited to the payment of a sum of money by direct bank deposit, free of any fees or costs to the nominated bank account of the Employer.

4. ----- (Pty) Ltd obligation under this guarantee is principal and not accessory to the obligations of the Contractor and compliance with any demand for payment received by -----
----- (Pty) Ltd in terms hereof shall not be delayed, nor shall -----
----- (Pty) Ltd obligations in terms hereof be discharged, by the fact that a dispute may exist between the Employer and the Contractor.

5. This Guarantee shall remain in full force and effect until the issue of the **Certificate of Completion by the Employer** in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of its intention to institute any claims and the particulars thereof, in which event this Guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

Tender no: _____

6. Our total liability hereunder shall not exceed the Guaranteed Sum of **R**..... (.....)
7. The Guarantor reserves the right to withdraw from this Guarantee only after depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
8. We hereby choose the address appearing herein as our *domicilium citandi et executandi* for the serving of all notices for all purposes arising here from as c/o _____.
9. This guarantee shall be governed by South African law and be subject to the jurisdiction of the South African courts.

IN WITNESS WHEREOF this Guarantee has been executed by the Company at:

_____ on this day of

AS WITNESSES:

- 1) _____

_____ (Pty) Ltd
 on behalf of _____ Limited

- 2) _____

_____ (Pty) Ltd
 on behalf of _____ Limited

COMPANY SEAL / STAMP _____

ADDRESS: _____.

F3. Performa for Retention Bond in form of Insurance Bond

Tender no:

GUARANTEE NO: -----

RETENTION GUARANTEE

ISSUED TO: Foskor (Pty) Ltd (hereinafter referred to as "the Employer")

ON BEHALF OF: ----- (hereinafter referred to as "the Contractor")

In connection with

CONTRACT NO: ----- (hereinafter referred to as "the Contract")

WHEREAS the Employer and the Contractor agreed the Contractor is required in terms of the Contract Document to provide a retention guarantee to cover warranty period or defects liability period of ---- (-----) months from date of Final Taking Over.

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay in whole or in part the Employer the amounts as the Employer may, from time to time, demand from us.

1. Each demand by the Employer shall be in writing signed by the Employer and delivered to us at ----- or such other address as we shall in writing notify to the Employer and shall be accompanied by a certificate complying with Clause 2 below, signed by the Engineer in office as such in terms of the Contract.
2. The Engineer's certificate referred to in Clause 1 shall certify
 - a. That he is the Engineer in office as such in terms of the Contract,
 - b. That the Contractor is in breach of his obligations under the Contract, and
 - c. That the amount demanded, which amount the certificate shall specify,
 - i. Does not exceed the amount of this guarantee on the balance of the amounts previously paid by us to the Employer in terms hereof,
3. We shall within 15 days after our receipt of demand complying with the provisions of Clause 1 and 2 make payment to the Employer into an account nominated by the Employer.
4. Subject to compliance with the provisions hereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected nor diminished by any disputes, claims or counter claims between the Employer and the Contractor.
5. Our aggregate liability under this guarantee is limited to R ----- (-----).
6. This guarantee shall expire at midnight on the last day of the defect liability period which is -----.
7. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Section G: TECHNICAL EVALUATION CRITERIA

Technical Evaluation Criteria for this Tender which excludes Commercial Evaluation:

MANDATORY REQUIREMENTS

Bid submission not meeting the mandatory requirements will result in the bid being disqualified.

No.	Mandatory Requirement	Comments
1	Registered Professional Engineer to sign off drawings.	Registration certificates to be provided
2	Design the equipment as per given Foskor Specifications	Adherence to Foskor operating parameters

Evaluation Criteria (Technical, excludes Commercial Evaluation)				
No	Technical Criteria Description	% Contribution	Proof / documents to be submitted	Notes
1	Reliability - Supplier reliability to complete the project safely in time, quality and budget - Weight not to be less than 60%			
a)	Suitability of work methodology in line with safe working procedure. Scoring: non-provision and submission of work methodology = 0%; provision and submission of provision of provision of work methodology = 25%	25%	Provide work methodology.	
b)	To Provide the quality control plan Scoring: If there is no QCP submitted = 0%; If there is a QCP submitted = 25%	25%	Provide Quality Control Plan (QCP) Provide letter in writing.	
c)	Provide a letter in writing to accept & abide by the requirements listed	25%		

Tender no:

Evaluation Criteria (Technical, excludes Commercial Evaluation)				
No	Technical Criteria Description	% Contribution	Proof / documents to be submitted	Notes
	under quality control in section C.13.2 Scoring: No letter in writing = 0%; letter in writing = 25%			
2	Competence - Supplier experience & team competence - Weight not to be less than 20%			
a)	Supplier previous experience in similar work, environment, magnitude, and complexity. Scoring: Experience < 2 years = 0% 2 years ≤ Experience < 5 years = 10% Experience ≥ 5 years = 25%	25%	Provide record of previous similar experience as per E.4 format mentioned in the scope of work	
	Total Technical Score	100.00%		
Note: For the bid to be considered the bidder needs to score 70% and above, and comply to all mandatory requirements				

THE END OF THE SCOPE OF WORK

