



TENDER DOCUMENT

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Tender no:

FOSRBY - RFP - 16 - 24 / 25

OFFICE CLEANING CONTRACT AT FOSKOR RICHARDS BAY

Tender no:

Cost Code:

Revision¹: 0.1 see legend at bottom of page

Revised date:

NAME	TITLE	Empl. no	SIGNATURE	DATE
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COMPILED – RECOMMENDATION

Mbali Ngwenya	Safety Superintendent	504491		02/07/2024
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APPROVAL TO PROCEED

Allot Baloyi	Acting SHREQ Manager	504411		02/07/2024
Sam Mbuyazi	GM, Acid Division	500441		02/07/2024
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.

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1. Background and Present Situation

Foskor (PTY) Limited primary focus is the production of phosphoric acid, sulphuric acid, and granular fertilizer. Foskor complies to the Occupational Health and Safety Act 85 of 1993(Facilities Regulations) and any other relevant acts including South African national Standards (SANS) as the minimum requirement. The service provider is to use these guidelines at all times to ensure compliance to such requirements. The purpose of this tender is to keep facilities, offices. change rooms, corridors, passages and any other place that is in the use of employees in a clean, neat hygienic and healthy environment /condition at all times.To keep the interior and exterior of Foskor's Fleet of vehicles in a clean, neat and hygienic condition at all times

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
	Occupational Health and Safety Act – Act 85 of 1993	
	ISO 9000 – Quality System Series	
	SABS 1200 (All relevant specifications)	
	COP 6 – Contractor Control	
	All legislation and regulations governing registered business in South Africa	

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 Bidder to be in possession of the latest standards and codes as listed above in the execution of this project.

3. Foskor Specifications

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

Number	Title / Description	Revision
COP 6	COP 6 – Contractor Control	Latest
COP 82	Waste Management – Foskor Code of Practice	Latest

It is the responsibility of the Bidder to be in possession of the latest standards and codes as listed above in the execution of this tender.

4. Tender Requirements

To keep facilities, offices. Change rooms, corridors, passages, and any other place that is in the use of employees in a clean, neat hygienic and healthy environment /condition at all times.

To keep the interior and exterior of Foskor's Fleet of vehicles in a clean, neat, and hygienic condition at all times.

To keep and maintain a clean and hygienic water fountain dispensers in plant areas at all times.

The contractor shall provide in the tender for the supply of all materials, supervision, labour, tools, consumables, and equipment deemed necessary to perform his functions as stipulated under the Scope of works.

5. Plant Data

All work listed in the document will be conducted at the Foskor (Pty) Ltd - Richards Bay Plant:

Foskor (PTY) LTD – RICHARDS BAY DIVISION,
21 JOHN ROSS PARKWAY,
RICHARDS BAY,
3900
SOUTH AFRICA

6. Supplied Services

Foskor Supplied Services

6.1 Foskor shall be responsible for:

- i Supply a copy of the Foskor Procedures Specifications.
- ii Electricity, Water, and suitable area for site establishment as required by the Contractor.
- iii Assisting in issuing of work clearances and HIRA certificates (If applicable)
- iv Wheelie bins where and when required.
- v The supply of their site office, ablution facilities, canteen and change rooms.

vi The supply of a storage area on site for Toilet rolls and Chemicals.

6.2 The contractor shall be responsible for:

- i The supply of labour, supervision, and other staff to fulfil the scope of work.
- ii The supply of own tools and specialised equipment, materials, and consumables to fulfil the scope of work. Foskop will not be held responsible for any losses to the Vendor's equipment.
- iii All equipment, tools, personal protective equipment (PPE) etc. Will be subjected to review and approval by Foskop and shall conform to Foskop procedures.
- iv The Contractor shall specify at the time of tender all of the services required on site for the completion of the work.
- v The Contractor shall make provision for the barricading / signage of work area or any area where applicable.
- vi Submission of Safety Plan to Safety Department for approval prior to start of work
- vii The Contractor on entering site, must wear Foskop approved minimum required PPE at all times namely safety glasses (Uvex Carbon vision SV extreme clear with strap), acid resistant overalls (BLUE overall 80%Polyester 20% Viscose Rayon Acid repellent **OR** BLUE North Safety Acid /Flame overall (Flame retardant acid resistant anti-static ATPV 15.4CAL/CM2) with company names either on front of jacket or back. safety boots or steel cap gumboots, ear protection, head protection and carry gas escape packs (Half mask double filter – screw type with filter type A1B1E1K1 –) and goggles (Uvex ultra vision Fire Red –) in a pouch

All PPE requirements approved by the SHREQ Department.

7. Scope of Work

Foskop has a total number of approximately 610 permanent employees. You are however requested to include for estimated 350 contractors on site daily in your tender.

Foskop requires a minimum of 27 (total number) of employees to enable efficient service delivery (1 site Supervisor, 26 Cleaners which includes the Valet Service / Car wash / Window Cleaner attendant).

All work to be completed by the contractor which will be inspected and approved by Foskop Responsible person, via check / Inspection sheets handed in weekly by Contractors Supervisor. It is the contractor's responsibility to ensure that all work is reviewed and inspected by Foskop responsible person at all times.

Working Hours:

Supervisor and 26 Cleaners : Monday to Thursday	06h00 -15h00
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Supervisor and 26 Cleaners : Friday	06h00 -14h00
Two (02) Cleaner – Monday to Friday (Night shift)	18h00 -06h00
Weekends and Public Holidays : 4 Cleaners day shift and 2 cleaners nightshift	18h00 -06h00

Required Cleaning Equipment:

The contractor is expected to provide the listed equipment /chemicals at all times.

Bill of Quantity:

Consumables	Quantity	Monthly	Rate
Single Ply toilet rolls	110 x 48 pack	Yes	
Transparent Disposable rubbish bags	100 x 20 pack	Yes	
Centre Feed 240mm x 360m	20 x 4 pack	Yes	
Auto cuts standard	20 x 6 pack	Yes	
Liquid dispenser hand soap	25L x 4	Yes	
Dishwasher	25L x 4	Yes	
Gematol	25L x 3	Yes	
Pine Gel	25L x 2	Yes	
Toilet Bowl	25L x 2	Yes	
Jik	5L x 5	Yes	
Air Freshener	25L x 3	Yes	
Degreaser	25L x 3	Yes	
Handy Andy	25L x 1	Yes	
Floor Polish	25L x 1	Yes	
Floor Stripper (Non-Ammoniated)	25L x 1	Yes	

Mr Min (Furniture Polish)	30 tins	Yes	
Window Cleaner	5L x 1	Yes	
Dash Polish	5L x 1	Yes	
Wash and Wax	20L x 1	Yes	
Floor It cleaner	25L x 3	Yes	
Green pads	100	Yes	
Dettox	25L x 1	Yes	
Scrubbing machines with brushes for floor polishing	4 Machines for contract period		
Gear press wringer and bucket (Double)	27 per year *3 years		
Toilet brushes	100 brushes for contract period		
Gloves (Green ,yellow) (10s)	1800 for contract period		
Mop Jumbo (large)	108 mops per year * 3 years		
Flat Mop sweepers (large)	108 mops per year * 3 years		
Brooms (household)	108 per year *3 years		
Feather dusters	50 per year * 3 years		
Window kit (squeegee, sleeve, handle and telescopic poles)	4 for the contract period		
Ladders	2		
Single disk pads Scrubbing machines	45 for contract period		
Vacuum cleaner – Wet and Dry	2 per contract period		
Electrical extension reel	2		
Buckets (10l)	75 per contract period		
Dust pans with brush	75 per contract period		

Colour Coding Cloths	300 per contract period	
Chamois for vehicle washing	20 per contract period	

Vehicles:

Vacuum cleaner –High density for valet services

Dash (car)

Wash and wax (car)

Chamois (for car wash)

All cleaners have easy access to all /any chemicals/equipment necessary to carry out daily /weekly/monthly cleaning requirements

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

- A) All /any medical costs pertaining annual medicals
- B) All/any PPE or demarcated overalls/clothing for site workers

Areas to be cleaned: (Please note that square meters are a close estimate)

AREA	ESTIMATED SQUARE METERS	TYPES OF FLOOR
Entire main building	150 m ²	Ceramics
• Upper level	150 m ²	Ceramics
• Lower level	450 m ²	Ceramics
	350 m ²	Ceramics
Information Technology	35 m ²	Ceramics
	85 m ²	Ceramics
Canteen (Kitchen ,Dining Hall ,Dishing area ,storing area, Locker and toilet area including Foyer, toilets and VIP Dining Room)	320 m ²	Ceramics

Main Laboratory	135 m ²	Ceramics
Process Laboratory	60 m ²	
Tea room Facilities	10 m ²	
Drawing Offices	60 m ²	Ceramics
Change Rooms / Standby Rooms	500 m ²	Ceramics
Human Resources	130 m ²	Ceramics
Security Building	102 m ²	Ceramics
Security Reception	105 m ²	Ceramics
Security Induction Office	50 m ²	Ceramics
Safety Building	33 m ²	Ceramics
Training Building	120 m ²	Ceramics
Simulator (Training)	33 m ²	Ceramics
Club Building/Procurement	409 m ²	Ceramic
Club Offices	176 m ²	Ceramics
Electrical & Instrumentation Building	340 m ²	Ceramics
Technical Building	634 m ²	Ceramics
Phosphoric Acid Offices	240 m ²	Ceramics
In Plant Offices	900 m ²	Ceramics
Ablutions Facilities	685 m ²	Ceramics
Control Rooms	620 m ²	Ceramics
Bridge / Gate Offices /South gate	50 m ²	Ceramics / Vinyl
Containers – Phos Acid Boardroom	130 m ²	Ceramics
Engineers Kwikjack	150 m ²	
Office in Town (Sanlam)	155 m ²	

Control Room and Tea Room in Harbour	110	
Other areas that may have been omitted or newly built after Tender process	250 m ²	Ceramics / Vinyl

CLEANING CONTRACT RATES AND APPLICABLE WORKING HOURS			
CONTRACT NO			
DESCRIPTION			
CONTRACT PERIOD			
CONTRACT START DATE			
CONTRACT END DATE			
RESOURCE DESCRIPTION	APPLICABLE NORMAL TIME CONTRACT RATE	APPLICABLE OVERTIME CONTRACT RATE	APPLICABLE DOUBLE TIME CONTRACT RATE
TOTAL NUMBER OF RESOURCES EMPLOYED IN THIS CONTRACT			
TOTAL HOURS TO BE WORKED PER DAY BY EACH WORKER			
NORMAL TIME IS DEEMED AS			
OVERTIME IS DEEMED AS			
DOUBLE TIME IS DEEMED AS			
CONTRACTOR STARTING TIME			
CONTRACTOR KNOCK OFF TIME			
APPLICABLE WORKING HOURS			
CONFIRMED WORKING STRUCTURE (SHIFT OR)			

PPE (Full PPE)	PRICE PER EMPLOYEE	TOTAL PRICE

MEDICALS	PRICE PER EMPLOYEE	TOTAL PRICE
NORMAL MEDICALS		
RADIATION MEDICALS		
SUPERVISOR (NT)		
SUPERVISOR @1.5		
SUPERVISOR @2		
CLEANERS (NT)		
CLEANERS @1.5		
CLEANERS @2		
SHUT DOWN / ADHOC REQUIREMENT (Rate per hour)		

All work to be completed by the Contractor will be inspected and approved by the FOSKOR Responsible person. It is the contractor's responsibility to ensure that all work, daily documented inspection sheets are filled in by cleaner and signed off by the end user supervisor of the area, and access control is reviewed once a week and inspected by the contractor supervisor. Daily Attendance registers are to be kept . Should there be an employee that is booked off sick or on leave , the responsibility is on the contractor to replace that that employee at the costs of the contractor.

The Contractor is expected to:-

Meet on a daily basis (08h00 Mondays to Fridays) with Foskop's responsible person to discuss the day's work plan.

- o Attend monthly site contractor meetings as determined by Foskop (Minimum of once every Month)
- o Continuously make all equipment including toilet rolls / papers readily available for use (Under NO circumstances should any required equipment /Chemicals as stipulated under Bill of Quantities above cause any disruption to Foskop's operation.)
- o Apply recommended South African National Standards approved chemicals in/on all areas

Daily Requirements

- o Empty Office waste bins
- o Dust desks and furniture including computer ware and telephone handset Staircases, glass doors, entrance areas to be brushed, polished, with brittle brooms, cloths, squeegees and stains removed.
- o Clean all passages and corridors
- o Clean ablutions, kitchens tea rooms and hygiene facilities
- o Make tea and coffee for Executives and Management as may be requested.

- Wash all utensils
- Mop/wash/vacuum/carpet sweeping/remove all / any stains.
- Cleaning of all light switches.
- Dust keypads with small brushes to remove particles and dust.

Weekly Requirements

- Dust Ceilings, light fitting holders and doors
- Dust and wipe windowsills
- Remove all stains on carpets and floors.
- All waste to be removed to a central refuse collection point daily
- Wipe window frames and doors
- Vacuum the carpet areas
- Sign off weekly inspection data sheets and copies of clock / access Employee cards to be controlled by Site Supervisor and Foskor responsible person.
- Wash Windows
- Clean/Disinfect all hand wash basins with Jik to remove algae build-up and stains.
- Clean /Disinfect all Water Dispensers to remove algae build-up and stains
- Clean / Polish Safety Boots at Executive

Monthly Requirements

- Strip and Polish the floors
- Wash and clean windows
- Shampoo Carpets
- Soak all drinking cups / Spoons / glasses in Jik / Bleach to remove stains and disinfect.

Weekly Requirements For Foskor Requested Vehicles

- All Vehicles will be washed and polished on a weekly basis or as requested.
- All vehicles interior will be vacuumed and polished on a weekly basis or as requested.
- Any / All visible defects or damages will be reported in writing, immediately to the Foskor responsible person.
- A weekly inspection data sheet to be controlled by Site supervisor and handed to the Foskor responsible person.

8. Confidentiality:

The bidder shall not disclose any such information or specification, whether explicit or implied, to any third party without the express written permission of a duly authorized representative of Foskor.

Any bidder electing not to respond to this request for the Tender (RFT) shall ensure that the original correspondence and /or electronic media are returned to Foskor.

Notwithstanding above Foskor's standard confidentiality agreement shall be enforce for the duration of the agreement

9. Bidders Responsibility:

Service Providers must submit a detailed work methodology as part of the tender. Short-listed service providers might be invited to a bid clarification meeting, if necessary.

The work methodology shall contain sufficient details to assure Foskor that the Contractor has a detailed understanding of the work and has enough staff and resources to support the contract. The methodology will be verified and approved by Foskor before commencement of all site work.

Failure to submit a detailed work methodology at the time of tender will result in the disqualification of the tender.

10. Penalty Clause

Please note that the contract will be subjected to penalty clause in the event of poor performance by the bidding party. Please note the penalty may include the cost of production lost as a result of poor performance. Details of the penalty clause shall be contained in a service level agreement.

11. Health and Safety

11.1 The Service Provider shall comply with all Foskor Regulations and Safety Standards.

11.2 The Service Provider shall fully comply with the OHS Act (Act 85 of 1993).

11.3 The Contractor on entering site, must wear Foskor approved minimum required PPE at all times namely safety glasses (Uvex Carbon vision SV extreme clear with strap), acid resistant overalls (BLUE overall 80%Polyester 20% Viscose Rayon Acid repellent /Flame overall (Flame retardant acid resistant anti-static ATPV 15.4CAL/CM2) with company names either on front of jacket or back. safety boots or steel cap gumboots, ear protection, head protection and carry gas escape packs (Half mask double filter – screw type with filter type A1B1E1K1 –) and goggles (Uvex ultra vision Fire Red –) in a pouch.

11.4 The Service Provider shall provide appropriate safety procedures and written work instructions to the labour force to minimise the risk of injury.

11.5 The Service Provider shall ensure that all his personnel are trained specifically for the use of all equipment and chemicals and are Safety Inducted by Foskor before they enter site.

11.6 A Safety File will be submitted to safety department for approval prior to site access and contract start.

11.7 A 37(2) Agreement will be signed with Foskor the Contractor

12 Company Profile

Tenderers are to submit an extensive portfolio indicating their experience and expertise with reference to similar contracts, more especially in the same industry. The service provider shall include in their tender, references of their previous service performance

13. Insurances

The service provider shall provide evidence of all required insurances (see Commercial Conditions) including COID (Workman's Compensation) cover prior to commencement of site work

14. Tender Adjudication

Proposals will be adjudicated on a mix of the following criteria (in no particular order):

Price

HDSA / BEE (The scorecard will be used)

Track record and experience

Work methodology

Foskor (Pty) Ltd – Richards Bay reserves the right to scrap this tender at it's own discretion.

15. Pricing Schedule**Note:**

- a) The contractor must submit all pricing in detail and must conform to the listed format.
- b) The pricing schedule must entail bill of quantity (Person / Month). The above listed must be submitted with tender.
- c) Failure to submit all to conform to this requirement at the time of tender may be cause for disqualification of the tender.
- d) The contractor must clearly indicate on tender all additional and exclusions in this document.

16 Tender Acceptance, Contract Variations and Commercial Conditions

All variations to the contract shall be subject to the prior written approval of the Foskor Contract Manager and Procurement Manager. All deviations shall be recorded in the format of a variation order. The Foskor Standard Commercial conditions of contract apply to this tender. In the event of conflict with this specification, the Foskor standards will be applicable.

Foskor is not obligated to accept the lowest tenderer in the tender process.

17 Qualifications

The Tenderer must state, explain and submit proof of all qualifications of personnel

Tender no:

The Tenderer must indicate the manner in which these qualifications are attended to in order to achieve the objective of this Contract.

18 Key Personnel

The Contractor shall submit (as a part of the tender) an organogram identifying key persons for the following functions:

Supervisor
Health and Safety Representative (one trained employee)

These persons shall not be substituted without prior client (Foskor) consultation and approval. Failure to submit this information at the time of tender could lead to disqualification of the tender.

19 Contact Personnel

The contact personnel at Foskor are:

Commercial – Samke Mbutho 035 902 3328
samkemb@foskor.co.za

Technical – Mbali Ngwenya 0359023285
mbalin@foskor.co.za

20 Site Meeting

Tenderers who fail to attend the site meeting will be disqualified in the tender process. The site meeting will be held at the,

Foskor (Pty) Ltd - Richards Bay Division
21 John Ross Parkway
Richards Bay
3900

21 Closing Date and Validity of Tender

Tenders must be submitted in a sealed envelope, and clearly marked Tender No and Closing Date. Tenders must be deposited in the tender box, situated at Foskor (Pty) Ltd – Richards Bay Division's main reception, before..... Of the....., and must be addressed to:

**THE PROCUREMENT MANAGER
FOSKOR (PTY) LTD - RICHARDS BAY DIVISION**



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Tender no:

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21 JOHN ROSS PARKWAY
RICHARDS BAY
3900
SOUTH AFRICA

22 Disclaimer:

Foskor may elect to withdraw this proposed scope of work at any time before contract award and will in that case not be eligible for any costs incurred by any bidder and will not be obliged to participate in any further communication and / or correspondence requested by any bidder or other party

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

7.3.1 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)	N/A
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 motivates, request and define the area and services it deems necessary for site establishment. - Foskor will at its own discretion (if request is approved) allocate a site establishment area, however Foskor can should it deem necessary retract or re-define its approval by giving reasonable notice to the successful Tenderer	N/A
7	Provide access to ablutions facilities. (not change rooms) - Successful Tenderer (Contractor)'s workers to be fully dressed in required PPE when coming on site. - The successful Tenderer ensures 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 believe it be necessary. Cost associated with such cannot be claimed from Foskor (Pty) Ltd.	YES
8	Assist in issuing work clearances and HIRA certificates.	YES

7.3.2 Successful Tenderer (Contractor) Responsibilities

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

Note that concerning above:

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

C.7.4 Certification by Recognized Bodies

Not Applicable.

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

Not Applicable.

C.7.6 Nominated Sub-Tenderers

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

The following Sub-Tenderers are nominated:

Contractor	Concerning Works	Contact

C.7.7 Invoicing and Payment

Payment will be made by Foskor (Pty) Ltd, after approval by the production engineer of the submitted Payment Certificate to the Tenderer within **30 (thirty)** days from the date of the Tenderers approved invoice.

The invoice shall be approved in accordance with the provisions of Foskor (Pty) Ltd.'s terms and conditions.

The invoice submitted is to be in a format acceptable to the Foskor (Pty) Ltd's Production Representative and need to contain the following minimum information:

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

C.7.8 Progress of Works

Should Foskor (Pty) Ltd at any time be of the opinion that the rate of progress of the Works or any part thereof is too slow to ensure the completion of the Works or any part thereof by the Completion Date, Foskor (Pty) Ltd shall so notify the Contractor in writing, with specific reference to this Clause, and the Contractor shall thereupon, subject to the approval of Foskor (Pty) Ltd take such steps as are necessary to expedite progress so as to complete the Works or the said part thereof by the Due Completion Date.

C.7.9 Penalty

Not Applicable.

C.7.10 Claims: Extension of Time for Completion, Additional Payments or Compensation**C.7.10.1 Claims Procedure**

- i. Not Applicable.

C.7.10.2 Extension of Time for Completion

Not Applicable.

C.7.11 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 Foskop (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 Foskop (Pty) Ltd Project Representative shall certify in writing to Foskop (Pty) Ltd, and to the Contractor/Consultant, with specific reference to this Clause, that in his opinion the Contractor/Consultant:
 - (i) has abandoned or repudiated the Contract, or
 - (ii) has, without reasonable excuse, failed to commence the Works in terms of the time allowed and agreed to, or
 - (iii) has suspended the progress of the Works without due cause, or
 - (iv) has failed to proceed with the Works with due diligence, or
 - (v) is not executing the Works in accordance with the Contract, or
 - (vi) has, without the approval of the Foskop (Pty) Ltd Project Representative, subcontracted any part of the Contract, or
 - (viii) has failed to provide the Surety ship, Professional Indemnity within the time stipulated and for 14 days after receiving a written notice from the Foskop (Pty) Ltd Project Representative, referring specifically to the default concerned and to this Clause, failed to remedy the default,

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

C.7.12 Urgent remedial work

Not Applicable.

C.8 Foskop 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 Foskop standards and national regulations:

- 8-point system to be used to assess the contractor's SHREQ compliance.
- Compliance with COP6 (Contractor Management).
- Compliance and signing of Section 37(2) Agreement in terms of the OHSAct No.85 of 1993 at the Foskop (Pty) Ltd Safety Department.
- 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

Not Applicable.

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 2014, and all other safety codes and specifications referred to in the said Construction regulations.

C.9.1 Health and Safety Induction

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

- a. The Contractor shall ensure all his/her personnel have attended the Safety Induction, by Foskor (Pty) Ltd before they enter site.
- b. The Contractor on entering site, must wear Foskor minimum required PPE at all times namely safety glasses, acid resistant overalls, 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) preferably in a pouch**. Should a Contractor be found on site without the above-mentioned safety clothing, he will be removed from site and will not be allowed to return. FFP3 dust mask fitted with an exhalation valve must be used when working in dust in on the B&D Store.
- c. **Overalls must be Blue overall (80% Polyester 20% Viscose Rayon Acid repellent) with Company names either on front of jacket or back OR Blue North Safety Acid/Flame overall (Flame retardant acid resistant anti-static ATPV 15.4CAL/CM2) with company names either on front of jacket or back and fluorescent reflective strips to be stitched onto sleeves and on the knees.**
- d. The Contractor shall demarcate the relevant work area. The Contractor shall supply and erect an appropriate name board with all relevant information and contact details at the work area.
- e. The job risk assessment shall be carried out at the start of each shift. This risk assessment shall cover all activities planned for the relevant shift. The risk assessment shall be submitted to Foskor (Pty) Ltd at the start of each day shift and each night shift.
- f. The Contractor must take safety precautions when working on site.

- g. The Contractor must remove all their equipment within 48 hours after project completion/closure.
- h. A complete safety file to be submitted to Foskor (Pty) Ltd Safety Department before any work commences.
- i. The Contractor's vehicle when entering the Plant must have rotating orange lights on at all times.
- j. **The Contractor and their employees must undergo a full medical at either Foskor (Pty) Ltd's Clinic or Caredoc Richards Bay or their approved by Foskor (Pty) Ltd. A full lung function test must be done. If a project is longer than twelve months, then a complete medical including lung function tests must be done again and thereafter the lung function test. Medical certificates are valid for one year only. For medical costs and bookings please contact Sister Larna Pieterse at Foskor (Pty) Ltd Clinic on 035 902 3287.**
- k. A once-off fee is also required for access cards from Foskor Security. Please contact Foskor (Pty) Ltd Security Reception at 035 902 3267 for information.
- l. No access to elevated platforms, roof and scaffolding will be allowed during rainy days.

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 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: -

- 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).

IMPORTANT NOTE

The above is a summary of some of the 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 a 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.

C.11.1 Quality Control:

- i. Not Applicable.

C.12 Summary of Documents to be Submitted with this Tender:

1. Priced Bill of Quantities.
2. Traceable records of similar work undertaken and references.
3. Proof of ownership or Lease agreement.

C.13 Technical Evaluation Criteria for this Tender which excludes Commercial Evaluation:

Annexure 4: Technical Evaluation Criteria (TEV)

MANDATORY REQUIREMENTS		
Part A		
Bid submission not meeting the mandatory requirements will result in the bid being disqualified.		
No.	Mandatory Requirement	Comments
(a)	Valid Letter of good standing from the department of employment and labour	Letter of good standing with the Department of labour and employment that is valid
(b)	Registration for UIF and proof of compliance	Registration for UIF and proof of compliance
(c)	Registration with bargaining Council	Provide proof that your company is registered

TECHNICAL REQUIREMENTS				
Part B				
Evaluation Criteria (Technical)				
TENDER TITLE: OFFICE CLEANING CONTRACT AT FOSKOR RICHARDS BAY				
No.	Technical Criteria Description	% Contribution	Proof/Documents to be submitted	Notes
(a)	Demonstrate that the bidder's office is based within King Cetshwayo District Municipality (expand on the request) 30% = Within specified district municipality 0%= Not in the specified district municipality	30%	Proof of address that company is registered within the King Cetshwayo Municipal district	
(b)	Proof that the scope of work to be performed, forms part of the core business of the Service Provider and have experience office cleaning. 3 years or more working experience= 20% 1-2 years' experience =10% No experience = 5%	20%	References from clients including contactable contact number. Must give a reference with company letterhead and or signed contract.	
(c)	Detailed breakdown of price as per Foskor BOQ. Complete Price breakdown =10% Incomplete price breakdown=0%	10%	Complete BOQ	

TECHNICAL REQUIREMENTS				
Part B				
Evaluation Criteria (Technical)				
TENDER TITLE: OFFICE CLEANING CONTRACT AT FOSKOR RICHARDS BAY				
No.	Technical Criteria Description	% Contribution	Proof/Documents to be submitted	Notes
(e)	Company capacity regarding project team and resources. Scoring: No organogram is - 0% proof of organogram is -10%	10%	Organogram	
(d)	GHS compliant SDSs Safety data Sheets of chemical agents to be used is available- Use SDS's = 30% No Safety data sheets submitted=0%	30%	Valid SDS reviewed within 5 years	
	Total Technical Score: 100% NOTE: Scoring to add to 70/100 in total			
	DISQUALIFICATION CRITERIA ** Mandatory documentation not submitted.			

