

MINOR CIVIL WORKS, BUILDING WORKS AND REPAIRS

36 MONTHS CONTRACT

Tender no: [FOSRBY-RFP-40-24/25]

Cost Code:

Revision¹: 0.1.n see legend at bottom of page

Revised date: 27/03/2023

NAME	TITLE	Empl. no	SIGNATURE	DATE
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COMPILED - RECOMMENDATION

HS Mabunda	Project Supervisor	501838		
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COMPREHENSION AND ACCEPTANCE BY CLIENT

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

WLM Mhlongo	Projects Engineer	503064		
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Comments:

APPROVAL TO PROCEED

BS Mbuyazi	Senior Manager, Projects	504427		
SB Mbuyazi	GM, Acid Division	500441		

Comments:

¹ Revision Legend:

0.n = Draft,

1= Final version

Thus first draft = 0.1, second draft = 0.2, etc, and final approved = 1.0

Should the final be revised for whatever reason the revision would be 1.1 etc.

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Section A: INVITE AND TENDER INSTRUCTIONS

A.1 Invitation to tender

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

The Works consists of **Minor Civil and Building construction and repairs within the Foskor Richards Bay Plant.**

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

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

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

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

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

Designation	Buyer: Tenders and Contracts
For the attention of	Sisanda Mbeje
Telephone	035 902 3270
Fax	035 797 3941
Cell no	
Email	SisandaM@foskor.co.za

A.2 Return of Tender Documents

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

TENDER		
Tender No.	FOSRBY-RFP-40-24/25	The Manager Procurement FOSKOR LIMITED 21 John Ross Parkway Richards Bay
Contract Title:	MINOR CIVIL WORKS, BUILDING WORKS AND REPAIRS 36 MONTHS CONTRACT	
Closing date & time:		

A.2.2 Tenders shall be placed in the **Tender Box at Foskor Richards Bay Main Administration Reception** no later than **12h00 noon** on the closing date

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

- In case of Tenderers not being local, and not being in a position to hand deliver tender documents to the above-mentioned location, Tenderers may use an approved document courier for the

purpose of delivering the tender document to Foskor (Pty) Ltd. This would be subject to auditable proof of dispatch from the Courier Company (including time and date of dispatch).

- Such proof shall be faxed and confirmed as addressed to Superintendent: Tenders and Contracts, FOSKOR (PTY) LTD, 21 John Ross Parkway, Richards Bay, facsimile number as indicated under item A.1.3 before the closing time and date of the tender.
- Foskor shall take no responsibility for lost courier documents – prior to opening of tenders - and onus rests on Tenderer to keep duplicate of Tender Submission.
- In this case the sealed envelope shall remain addressed as per paragraph A.2.1, and shall be placed in a sealed courier bag with the following street address delivery instructions:

FOSKOR (PTY) LIMITED - (TENDER BOX)
21 John Ross Parkway
Richards Bay
3900

- A.2.4 Tenders will not be opened in public and under no circumstances will the price(s) at which any Contract was awarded be divulged to any person.
- A.2.5 In the event that the Tenderer did not submit a tender or if his tender was unsuccessful, the Tenderer shall return the Enquiry Document and Drawings within **14 days** to the **Superintendent: Tenders and Contracts** .

A.3 Site Inspection

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

Date of Site Visit	
Time of Site Visit	From : To :
Meeting Venue	Report at Main Security Entrance

Please wear the following protective clothing:

Overalls (Acid Proof),	Yes
Hard Hat	Yes
Safety Shoes	Yes
Safety Glasses	Yes
Hearing protection	Yes
Gloves	Yes

IMPORTANT

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

A.4 Examination and Completion of Documents

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

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

- A.4.2 The Sections of this document shall not be separated in any way nor shall any pages be detached therefrom.
- A.4.3 The Tenderers submission is to include all Financial and Contractual detail and be signed (by authorized person) and/or company-stamped together with tender submission.
- A.4.3.1 Schedule of rates of Costs in detailed Breakdown or Labour Rates for the Works or Breakdown per Bill of Quantities.
- A.4.3.2 Schedule of Key Personnel on the Project.
- A.4.3.3 Schedule of Similar Contracts Undertaken.

A.5 Contract Documents Priority

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

A.6 Alterations by Tenderer

- A.6.1 Should the Tenderer propose any departures or modifications from the Conditions of Contract, Specifications, or to qualify his tender in any way, he/she shall set out his/her proposals clearly in the covering letter attached to this Tender with reference to the particular section of the document, failing which the tender will be deemed to be unqualified. Any proposed technical departures from Foskor (Pty) Ltd.'s Requirements or Specifications shall only be considered if submitted in writing together with a detailed motivation for such departures.
- A.6.2 The Tenderer shall include in respect of each proposed alteration the following:
- a) Reason for proposed exception;
 - b) Suggested re-wording;
 - c) Any effect on the tender price;
 - d) Any effect on the execution of the scope of supply.

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

A.7 General

- A.7.1 Foskor (Pty) Ltd reserves the right to adjust arithmetical or obvious errors in the Tender. Such adjustments made by Foskor (Pty) Ltd will be communicated to the Tenderer prior to the acceptance of his Tender.
- A.7.2 The Tenderer (whether his Tender is accepted or not) shall treat the details of the Tender as private and confidential and no copies shall be made thereof without the permission of Foskor (Pty) Ltd.
- A.7.3 Foskor (Pty) Ltd is not bound to accept the lowest or any other Tender it may receive, nor to assign a reason for the rejection or acceptance of any Tender, and Foskor (Pty) Ltd has the right, after Tenders are opened, and before a Contract is awarded, to enter into negotiations and discussions with one or more Tenderers short-listed on a price, program or technical basis, with a view to the clarification, improvement or amendment of any particular Tender.
- A.7.4 All Tenderers tender at their own risk and Foskor (Pty) Ltd is not bound to accept any Tender and under no circumstances whatsoever will be responsible for any costs incurred by any Tenderer in compiling or submitting the tender.
- A.7.5 Furthermore, Foskor reserves the right to accept only a part of the Tender, with due communication and agreement of the Tenderer.
- A.7.6 The Tenderer is required to submit a 'bona fide' Tender, intended to be competitive and not to fix or adjust the amount of the Tender by or under or in accordance with any agreement or arrangement with any third party. The Tenderer is also obliged to ensure that it has not and will not at any time before the hour and date for the lodging of this Tender do any of the following acts:
- a) Communicate to any person¹ the amount or approximate amount of the proposed Tender except where the disclosure, in confidence, of the amount of this Tender was necessary for the preparation of the Tender.
 - b) Enter into any agreement or arrangement with any third party that shall disqualify from or that Foskor shall refrain from using.
 - c) Commit any act or omission that would be contrary to the Maintenance and Promotion of Competition Act 96 of 1979 and notices and regulations published in terms of that Act,

Section B: FORMS OF TENDER TO BE SUBMITTED

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

	From Bill of Quantities – if applicable or →	qty	x rate =	ZAR	
1.0	SUB TOTALS:				
1.01	Preliminary & General				A1
1.02	Earthworks				A2
1.03	Concrete, Reinforcement, Form work & grouting				A2
1.04	Masonry work				
1.05	Plaster and painting				
1.06	Tiles and glazing				
1.07	Ceiling				
1.08	Roofing				
1.09	Core drilling and anchor bolts				
1.10	Road Repair and Paving				A2
1.11	Electrical				
1.12	Fencing				
1.13	Plumbing				
1.14	Stormwater pipe installation				
1.15	Sewer pipe installation				
	Sub Totals Sum (Excluding VAT)				A3
2.0	Add: VAT	15%			D
3.0	Total Tender Sum (Including VAT)				A4

- B1.1 In the event of there being any obvious errors of pricing, extensions or additions in the priced Schedule of Quantities attached, we agree to their being corrected, and the contract amount altered accordingly.
- B1.2 We further undertake that this tender cannot be withdrawn or retracted for **90** (ninety) days from the closing date.
- B1.3 Notwithstanding that, this tender is submitted by invitation, it is clearly understood and agreed that there is no obligation upon Foskor to accept the lowest or any tender.

- B1.4 The tendered prices are fixed and firm for the duration of the contract, and unless otherwise agreed to in writing a **5% Retention** (held for 6 months, for all new construction/installation unless otherwise specified) shall be deducted on all payments made for the Liability Period as defined in B.2. This clause also refers to 'Handover' as specified in **B 2.1**

WE AGREE TO A 5% RETENTION and 3 MONTHS DEFECTS-LIABILITY RETENTION PERIOD.

- B1.5 Unless or until a formal agreement is prepared and signed, this tender, shall serve as your written acceptance and constitute a binding contract between Foskor and Yourself.

Amount In Words:

--

Signed aton.....

Signature
For and on behalf of the Tenderer (duly authorized)

.....
Company Stamp

B.2 Project Works Schedule and Expected Availability on Site for Execution of Works

(The Contractor is obligated to these times. An obligatory response time to report to site will be required on an as-and-when basis after communication from the Procurement Department)

Minimum response time for normal works (Guide:
from notification from Procurement, via. Telecom or Email)

24 hours

Minimum response time for breakdown work
(Guide: from notification from Procurement, via. Telecom or Email)

3 hours

Completion of Works/ Final Handover

This will be stipulated on every Request for RFQ sent out.

The Tenderer will be required to work

a. 07h00 to 16h00, 5 days a week

X

b. 07h00 to 14h00, for worked carried over into the weekend

X

c. 24 hours, 7 days a week for all breakdowns

X

TO BE SUBMITTED WITH THIS TENDER

The Tenderer shall submit the following documents with this Tender:

- 1 Completed Foskop Schedule of rates,
- 2 Organogram,
- 3 Baseline risk assessment,
- 4 List of similar projects successfully completed,
- 5 Schedule of Key Personnel for this project
- 6 Registration with NHBRC
- 7 CIDB 2 grading certificate
- 8 Compulsory site inspection certificate
- 9 Plant site specific Quality Control Plan

OTHER IMPORTANT NOTES

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

B.2.1 Project Completion and Handover; Retention

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

B.2.2 Initial Program to be Submitted

The interim and final project work schedule, as indicated in the above table should be used as the guideline for the Tenderer to prepare suitable resources to comply with the requirements.

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

ATTACH GANTT CHART AND/OR BAR CHART TO THIS PAGE

B.2.3 Table with Milestones to be Submitted – **N/A**

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

WBS	MILESTONE	TO BE COMPLETED ON

B.3 Schedule of Key Personnel on the Project

The Tenderer shall:

1. Complete schedule B.3.1 below concerning the Key Personnel on the project, indicating also if the person is employed by the Tenderer, a sub-contractor or temporary employed person.
2. Submit a project organogram showing the relationships and authority.

Key Personnel	Name and Surname	Full/Part Time on site, off-site?	Employed, Sub-Contractor or Temp?	Years Related Experience
Project Contract Manager / Owner				
Site Manager/ Supervisor				
Quality Assurance and Control				
Document Control and Accounts				
Safety Officer				

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

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

B.4 Schedule of Similar Contracts Undertaken

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

[illegible]

B.5 Schedule of Labour Rates for the Works

The rates for labour indicated by the tenderer on **page 57** shall be the Total Cost to the Company (Contractor). It shall include for all the Contractor's profits, overheads, wages, accommodation, travelling, subsistence and other costs relative to the employment by the Contractor of the personnel detailed, and for hand and portable electric or pneumatic tools and consumables normal to the trade of the respective personnel.

However, it will exclude indirect supervision as same are deemed to be included under the costs relating to the Conditions of Contract i.e. non-productive supervisors are deemed to be included in the rate.

The rates detailed herein on **page 57** shall **not** be subject to escalation.

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

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

B.6 Schedule of Equipment for the Works

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

The rates for Equipment detailed on **page 57** shall include all overheads, profits, and maintenance and running costs including the provision of drivers/operators where necessary.

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

The rates detailed herein on **page 57** shall not be subject to escalation. No payment in respect of standing time shall be paid for items of equipment not listed below.

The Schedule as per **page 57** must be accurately completed. Phrases such as "adequate equipment will be provided" will not be accepted. The application and use of these rates shall be at the sole discretion and subject to the prior approval of the Engineer.

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: _____

(Foskor Project Leader)

Section C: SCOPE OF WORKS

C.1. Background, Present Situation and Proposed Solution

C.1.1 Background

The civil minor works at Foskor, Acid Division, Richards Bay plant have been outsourced to a panel of local contractors due to the required trades and skills. A 36-months contract for minor civils & building construction and repair activities will be carried out on behalf of Foskor.

C.1.2 Company Background

Foskor Acid Division is one of the world's largest producers of phosphoric acid (P_2O_5) and phosphate-based fertilizer and is involved in the production of sulphuric acid, phosphoric acid and granular fertilizers. The bulk of sulphuric acid produced is consumed in the production of phosphoric acid and approximately 30% of the phosphoric acid produced is consumed in the production of granular fertilizer. The balance of sulphuric acid is sold locally as well as to other African countries whilst phosphoric acid is destined for the global market. Most of granular fertilizer is mainly produced for the local agricultural market.

The original Foskor, Acid Division Plant was first commissioned in 1976 consisting of mainly the Sulphuric, Phosphoric and Granulation Plants. Later in the year 2000 the plant was expanded to create additional capacity by extending the Sulphuric and Phosphoric Acid Plants only.

Civil and building infrastructure has been subjected to harsh environmental conditions emanating from the heavily toxic processes that impact infrastructure through the atmosphere as well as process overflows during times of plant breakdowns.

C.1.3 Proposed Solution: Reason for this Tender

It is proposed that Foskor Acid Division procures a panel of three (3) suitably qualified contractors to execute minor civil & building construction works and repairs for a 36-month fixed term, on an As-And-When required basis. Foskor is targeting **only CIDB 2 CE/GB local contractors** and therefore local community contractors of the King Cetshwayo district are encouraged to be part of the panel and will be allocated at least 30% of the provisioned budget. At least one of the three contractors must be a **developing organisation** with a turnover of less than R1mill. Each of the three contracts is estimated to yield an annual turnover ranging between R1,5mill to R2mill. The scope includes but not limited to:

- i. Earth works,
- ii. Concrete, Reinforcement & Formwork,
- iii. Masonry,
- iv. Tiles and glazing,

- v. Ceiling,
- vi. Plaster and painting,
- vii. Roofing,
- viii. Core drilling and anchor bolts,
- ix. Road repair and paving,
- x. Electrical installation,
- xi. Fencing,
- xii. Carpentry and ironmongery
- xiii. Plumbing work,
- xiv. Stormwater pipe installation,
- xv. Sewer pipe installation

C.2. Legislation, Standards and Codes of Practice

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

Number	Title / Description	Revision
COP6	Control Of Construction Work	Latest
Act 85 of 1993	Occupational Health and Safety (OHS Act)	Latest
SANS 1200	Civil Construction Work	Latest
S28 NEMA (1998)	Duty and care of environmental degradation	Latest
SANS 10400	Building Regulations	Latest
SANS 10100	Structural use of concrete	Latest

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

C.3. Foskor Specifications

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

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

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

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

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

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

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

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

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

C.4. Project Requirements

The main works is of a **CIVIL & BUILDING CONSTRUCTION AND REPAIR** nature and requires the supply of all (including but not limited to):

- Materials;
- Specifications;
- Labour;
- Tools;
- Consumables;
- Transport

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

C.5 Plant Data

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

C.6. Drawings and/or Equipment Manuals – N/A

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

Drawing No.	Title / Description	Revision

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

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

C.7 Scope of Work - General

The scope of work calls for a level **2CE/2GB CIDB** contractor and includes for the following:

The Contractor to supply as per the complete Bill of Quantities as submitted and which includes but not limited to: supplying, civil & building construction and repair, etc. The supply of any equipment/material that is suggested by the Contractor must be approved by Foskor.

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

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

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

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

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

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

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

C.7.1 Scope Of Work - Extent

The Contractor understands and shall fully satisfy the scope of required services, as described in the tender **FTP /23/HM** handed out at the site inspection held on (date) _____, which is generalized as follows: the contractor shall,

- Provide adequate safety control measures for work area, e.g. barricade and signage;
- Screeding of concrete roof slab;
- Replastering of brick wall and painting;
- Casting of reinforced concrete roof slab;
- Application of water proofing membrane;
- Sealing of cracks;
- Replacement of emergency doors;
- Replacement of wooden entry door;

C.7.1.1 General scope consideration

Make provision for a competent Quality Assurer to compile and manage the contractor's quality management system. In the event of quality system failures, Foskor will review Quality Assurer's qualification, and should this be found not suitable for the site works, it will be expected that the contractor obtains this service at his/her cost.

Make provision for a competent person to compile method statements and the subsequent project schedules. This person will manage and update project schedules on weekly basis and present it to the Foskor Project Engineer for review and acceptance. It is expected that this planning, management, and monthly reporting is executed by the contractor at his/her cost. Should the contractor fail to execute this management and reporting to management, it will be expected that the contractor obtains this service at his/her cost.

Make provision for a competent Safety, Health and, Environmental Officer to compile, implement and manage SHE system. In the event of SHE non-compliance, Foskor will review the SHE Officer qualification, and should this be found not for the site works, it will be expected that the contractor obtains this service at his/her cost.

Provide at least 48-hour notification for scaffolding requirement. All scaffold requirement to be provided for and erected by Foskor.

C.7.1.2 Project costing and expenses

Supply all engineering services, equipment, tools, materials, labour, transport, supervision, consumables, and every item of expense for the scope of work to be completed successfully unless otherwise stated.

C.7.1.3 Disposal of refuse

Be responsible for disposal of refuse and waste generated by his/her staff daily. The site is to be kept clean, neat, and tidy, by complying with Foskor Waste Management COP. Waste skips will be free issued from Foskor on request. Notification for skip request to be forwarded 24 hours prior.

C.7.1.4 General requirements for commissioning

Execute commissioning and/or handover as per Foskor Procedure or as directed by the Foskor Engineer. Normally a punch list and Foskor Handover Certificate will be used.

C.7.1.5 Scope Requirement

The successful contractor is expected to:

- Carry out minor civil, building, plumbing, carpentry, electrical and tiling activities etc., but not limited to.
- Carry out any small new construction activities as defined in the issued BoQ.

- Have a site establishment which Foskor will allocate a place. The space/building allocated site will be set up and maintained by the contractor including CoC for any electrical work and Professional Engineer certification for any structural modifications. The contractor site establishment will be maintained in compliance to all Foskor COP's.
- Follow the Foskor prescribed work procedure, typically as indicated below:
 - All work that Foskor requested will be done based on a valid Foskor purchase order.
 - On request by a Foskor Area Supervisor (via purchase order or written request from Procurement Official) for a maintenance task the contractor is to compile a "minor works quotation" in accordance with the requirements of this document.
- Requirements/specification of the works to be done must be obtained from the originator of the request. Take note of Foskor Engineering Specifications and the latest Standards and Codes of Practice.
- Compile a minor works quotation inclusive of the suitable equipment, tools, trades and number of persons required by the tasks.
- Before any work commences, the contractor must complete H.I.R.A. daily and obtain work permit/clearance and close the work permit at the end of shift.
- If a purchase order has not been placed with the contractor, no work is to be executed without prior written approval/instruction from a Foskor Procurement Official.
- Prior to commencing work execution, the contractor must present a project specific method statement, project schedule and QCP for review and approval.
- Contractor invoice must be submitted together with a copy of the purchase order and payment certificate as per detailed quotation. The invoice and supporting documents must be presented to project originator for capturing and processing.
- The contractor shall start work execution within 48 hours of official work instruction.
- The contractor shall start work execution within 3 hours of official work instruction for breakdown/emergency work orders.
- All tools, equipment and manpower will be supplied by the contractor. This includes all general hand tools, plumbing tools (e.g. drain rods), power tools, wheel barrows etc.
- All consumables will be supplied by the contractor like cloths, broom, other daily consumables, and PPE etc.
- The contractor shall ensure suitable transport for all workers, tools, equipment, and spares.
- The contractor shall compile a monthly progress report that addresses the following items – typical, but not limited to
 - Typical Monthly Progress Report – Index
 1. SHREQ
 - a. Incidents
 - b. Work permit expiry date
 - c. Monthly SHREQ audit and safety file
 - d. Legal appointees
 - e. Safety issues
 2. Resources
 - a. Number of persons on site per trade
 - b. Total labour hours for the month
 3. Progress
 - a. Number of purchase orders open
 - b. Number of purchase orders completed

4. Financial
 - a. Total cumulative order value to date
 - b. Total cumulative certified payments to date
5. Commercial and Contractual
 - a. Escalation/Non-conformances

C.7.1.6 As-Builts

- As-built drawings will be done by Foskor for new installation that are made. It is the Contractor's responsibility to provide accurate measurements to Foskor.

C.7.1.7 Project Urgency

- Project urgency is defined as follow;

This is a project that can impact the health and safety of people and property, production, and the environment and will need to be executed as soon as practically possible.

C.7.1.8 Provisioned Services

- Foskor has made provision for the supply, erection, and dismantling of scaffold at no cost to the contractor. It is expected that arrangements will be communicated to the scaffolding contractor at least 48hours in advance.

C.7.1.9 Quality

- The service provider must supply the necessary quality management system and plans to ensure that the quality of his work complies with the requirements of this scope of work.
- The service provider shall comply with Foskor approved Quality Assurance Plan at all phases of construction.
- The quality plan shall be compiled and approved only after the Method Statement and WBS* have been compiled.
 - **Method Statement:**

The service provider must list all steps and actions required to complete the work as per the scope of works – typically includes the list below;

 - Key steps and stages of the work required,
 - Safety requirements,
 - Tools, equipment, materials, and mobile machines
 - Labour requirements,
 - Spares and other resources
 - **WBS*** is a hierarchical and incremental decomposition of the project into phases, deliverables, and work packages. It is a tree structure which shows a sub-division of effort required to achieve an objective. For example, Phase, Section, Activity, Task etc.
- The service provider shall be responsible for all the resources required for executing the Quality Management System including but limited to, developing the Quality Assurance Plan, and

performing the quality control measures to ensure that the deliverables comply with specifications and standards highlighted in the scope of works.

- Any change request and/or additional work resulting due to inadequate quality management system will be to the account of service provider.
- Where deemed necessary Foskor may appoint a third party for quality control inspections and certification of works.
- The service provider shall provide an approved quality management system for all work executed to include but not limited to;
 - Quantity surveying,
 - Inspection, checks and hold points,
 - Quality control test reports,
 - Project handover and completion certificates,
 - Quality pack including all documents mentioned above
- Compliance to quality management will be measured and failure to adhere to the quality management plan will result in the suspension of all construction activities until concerns have been resolved. Costs resulting from these delays will be for the service provider's account.

C.7.1.10 Project Completion

- On project completion, the contractor will issue Foskor with a handover certificate.
- The handover certificate will be accompanied by the following documents;
 - Quality file
 - Safety file

C.7.1.11 Safety

Service provider to refer to the full and updated Foskor COP's available:

- The service provider and sub-service providers must adhere and comply to the latest revisions of Foskor standard procedures, policies, and OHS Act. 85 of 1993 latest edition.
- Medical, induction, and Foskor I.D. card etc. that is required for onboarding is approximately R1,610.00 per person.
- Exit medical is compulsory for all employees at termination of the contract at approximately R300.00.
- The service provider shall provide the following appointed person in terms of the Occupational Health and Safety Act No. 85 of 1993 and Regulation (17), Health and Safety Representatives – SHE Rep for the duration of the contract.
- All vehicles and other mobile equipment to be inspected and obtain operating permit before commencing work inside Foskor plant.
- All service provider personnel competencies to be verified before being allowed to work on Foskor premises for a specific skilled trade.
- The service provider must compile a safety file as per Foskor standard for all service providers and sub-service providers.
- Site access to all construction sites must be controlled and all persons must receive site specific induction before entering the site.
- Conduct inspections as per Foskor Safety Systems. Analyse data and trends and recommend control measures where required.

- Ensure all required authorizations and permits are in place as per the Foskop safety standards. Arrangements with Foskop Training Center to be done timeously by service provider to ensure that project delays are mitigated.
 - Ensure proper security, signboards, fencing, and barricade is in place on site where applicable.
 - The service provider must complete a Baseline Risk Assessment before a work permit may be issued.
 - All personnel operating mobile equipment including LDV's must have a Foskop driver's permit.
 - All the required PPE and safety equipment are for the service provider's account.
- Service provider must ensure that;
- Workers are issued with the correct personal protective equipment free of charge.
 - Workers utilize the appropriate PPE as per work area requirements or as given by the Section Area Supervisor.
 - Workers are trained in the correct use of PPE provided.
 - Daily condition inspections are done on PPE.
 - A PPE register indicating condition of PPE is kept in the safety file.
- All workers that will enter and carry out work within Foskop premises must be provided with the following minimum training.
 - Training provided for by Foskop:
 - HIRA
 - Emergency Warden
 - Training sourced through an accredited external training company and for the account of Foskop service provider:
 - First aid training (at least SHE Rep for every crew)
 - Basic health and safety principles
 - Working at heights (including working on scaffold)
 - Confined space
 - Basic hand tools
 - Training certificate will be accepted if complying with the following:
 - Unit standard title
 - Trainee full names
 - Trainee I.D. number
 - Competency achieved
 - Date of assessment
 - Assessors signature
 - Training provider logo
 - Training provider registration number and accreditation number
 - SETA logo

1. Until otherwise notified, Foskor (Pty) Ltd have designated Mr. Humphrey Mabunda (Project Supervisor), Mr. Nhlakanipho Myeni (Project Supervisor) and Mr. Wandile Mhlongo (Project Engineer) to act as Foskor representatives, and they are authorized to give instructions and to provide information to you on Foskor's behalf.
2. It is preferred that the supplier submit contact details for a designated 'point of contact' person who will be authorized to receive information and act on supplier's behalf.
3. Foskor's Health & Safety Representative will deal with all matters relating to the Health & Safety specifications and Construction Regulations relating to this assignment.
4. A pre-requisite of this contract is that the supplier confirms that he shall carry the necessary professional/construction indemnity insurance cover to the extent of the liabilities contemplated.
5. The Tenderer should determine the work methodology and approach. However, it is imperative that the outcome of the works meets all the criteria related to this project.

C.7.2 Site Conditions

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

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

It will be imperative for the successful Tenderer to liaise with the Foskor (Pty) Ltd.'s designated team leader (Foskor representative) to ensure safety whenever site access is required.

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

Be cautious of Foskor equipment, employees and contractor employees doing their routine maintenance and daily duties in the area at all times.

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

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

The following services exist on the site:

- Water and air pipes.
- Acid pipes
- Electrical and Instrumentation cables and racking
- ICT fiber cables

C.7.3.1 Foskop Supplied Services

Foskop (Pty) Ltd shall be responsible for:		Applicable:
1	Supply a copy of the relevant Foskop Procedure Specification(s).	refer C.3
2	Supply a copy of reference drawings if required.	refer C.6
4	Provide access to electricity connection points Any connection and consumption will be monitored by Tenderer and verified by Foskop on defined intervals (usually at the beginning and end of contract)	YES
5	Provide access to potable water Connection and consumption would need to be monitored by Successful Tenderer (Contractor) and verified by Foskop on intervals (usually at the beginning and end of contract) defined by Foskop	YES
6	Provide a suitable area for site establishment for Successful Tenderer (Contractor). - Successful Tenderer to formally in writing motivate, request and define the area and services it deems necessary for site establishment. - Foskop will at its own discretion (if request is approved) allocate a site establishment area, however Foskop can should it deem necessary retract or re-define its approval by giving reasonable notice to the successful Tenderer	ON REQUEST
7	Provide access to ablutions facilities. (not change rooms) - Successful Tenderer (Contractor)'s workers to be fully dressed in required PPE when coming on site. - The successful Tenderer to ensure that its workers/subcontractors/ supplier that are making use of facilities, do so in an orderly and well-mannered way. - Successful Tenderer is not allowed to make use of Foskop's change room or tearoom facilities unless agreed to in writing. - The successful Tenderer might be called on to assist with the maintenance and cleaning of ablutions, should Foskop at its discretion be of the opinion that it be necessary. Cost associated with such cannot be claimed from Foskop (Pty) Ltd.	YES
8	Assist in issuing of work clearances and HIRA certificates.	YES

C.7.3.2 Successful Tenderer (Contractor) Responsibilities

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

Note that concerning above:

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

C.7.4 Certification by Recognized Bodies

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

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

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

C.7.6 Nominated Sub-Tenderers – N/A

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 Foskop (Pty) Ltd, after approval (with consideration for the construction, completion and defects corrections of the Works) by the Foskop (Pty) Ltd's Project Representative (i.e. Engineer, Project Supervisor) of the submitted Payment Certificate to the Tenderer within **30 (thirty)** days from the date of the Tenderers approved invoice.

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

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

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

C.7.8 Standing Time

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

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

C.7.9 Progress of Works

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

C.7.10 Penalty

If the Contractor, by the Due Completion Date, fails to complete the Works to the extent which entitles him to receive a Certificate of Practical Completion, the Contractor shall be liable to Foskor (Pty) Ltd for an amount of **0.1% for every Calendar Day that the works is late or such portion of the contract price as is associated with that part of the Works.**

The imposing of such penalty shall not relieve the Contractor from the obligation to complete the Works or from his obligations and liabilities under the Contract.

C.7.11 Claims: Extension of Time for Completion, Additional Payments or Compensation**C.7.11.1 Claims Procedure**

The following provisions shall apply:

- i. Claims are to be submitted in writing within **7 days** after the circumstances, event, act or omission giving rise to such claim has arisen or occurred to the Foskor (Pty) Ltd Project Representative
- ii. Submit **written notice** to the Foskor (Pty) Ltd Project Representative of the intention to claim within **7 days** after the circumstances, event, act or omission giving rise to such claim has arisen or occurred. The Notice and subsequent claim to set out:
 - a. Particulars of the circumstance, event, act or omission giving rise to the claim concerned;
 - b. Provisions of the portion of the contract on which he intends to make the claim;
 - c. Length of extension of time, if any, claimed and the basis of calculation thereof, and
 - d. The Price Adjustment, if any, claimed and the basis of calculation thereof.
- iii. If the Contractor cannot reasonably comply with any of the provision above within the said period 14 days, he shall:
 - a. Notify the Foskor (Pty) Ltd Project Representative in writing of his intention to make the claim and comply with such requirements as he reasonably can;
 - b. Deliver additional information in writing that is reasonably required by Foskor (Pty) Ltd; and
 - c. Comply as soon as practical with such requirements as described above in this clause, within a time agreed to by the Foskor (Pty) Ltd Project Representative.
- iv. In the event of failure to comply to any of the provisions, the claim would not be accommodated and Foskor (Pty) Ltd would be discharged of all liability in connection with the claim.

C.7.11.2 Extension of Time for Completion

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

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

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

If:

- (a)
 - (i) The estate of the Contractor shall be sequestrated (provisionally or finally), or
 - (ii) The Contractor shall publish a notice of surrender of his estate as insolvent, or
 - (iii) The Contractor, being a company or a close corporation, shall go into liquidation (provisionally or finally), or
 - (iv) The Contractor shall assign the Contract without the consent in writing of Foskor (Pty) Ltd having first been obtained, or
 - (v) The Contractor shall enter into a compromise with the general body of his creditors, or
 - (vi) The Contractor shall have an execution levied on his goods, or
- (b) the Foskor (Pty) Ltd Project Representative shall certify in writing to Foskor (Pty) Ltd, and to the Contractor/Consultant, with specific reference to this Clause, that in his opinion the Contractor/Consultant:
 - (i) has abandoned or repudiated the Contract, or
 - (ii) has, without reasonable excuse, failed to commence the Works in terms of the time allowed and agreed to, or
 - (iii) has suspended the progress of the Works without due cause, or
 - (iv) has failed to proceed with the Works with due diligence, or
 - (vi) is not executing the Works in accordance with the Contract, or
 - (vii) has, without the approval of the Foskor (Pty) Ltd Project Representative, subcontracted any part of the Contract, or
 - (viii) has failed to provide the Surety ship, Professional Indemnity within the time stipulated and for 14 days after receiving a written notice from the Foskor (Pty) Ltd Project Representative, referring specifically to the default concerned and to this Clause, failed to remedy the default,

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

C.7.13 Urgent remedial work

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

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

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

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

- Compliance with COP6 (Contractor Management).
- Compliance and signing of Section 37(2) Agreement in terms of the OHSAct at the Foskor (Pty) Ltd Safety Department.
- Compliance with Legislation requirements which includes the OHSAct, NEMA (National Environment Management Act) and other relevant applicable Legislation.

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

C.8.2 Environmental Management Specifications

In order to ensure that the construction works is designed for an environmentally sensitive area, strict compliance to the Environmental Management Plan (EMP) guidelines may be requested after appointment of the contractor.

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

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

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

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

C.9 OHSA 1993 Health and Safety Specification

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

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

C.9.1. Health and Safety 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.
- c. **Overalls must be Blue Sweet Orr overall (80% Ployester 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 Foskop (Pty) Ltd at the start of each day shift and each night shift.
 - f. The Contractor must take safety precautions when working on site.
 - g. The Contractor must remove all their equipment within 48 hours after project completion/closure.
 - h. A complete safety file to be submitted to Foskop (Pty) Ltd Safety Department before any work commences.
 - i. The Contactor's vehicle when entering the Plant must have rotating orange lights on at all times.
 - j. **The Contractor and their employees must undergo a full medical at either Foskop (Pty) Ltd's Clinic or Caredoc Richards Bay or their approved by Foskop (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 Clinix Sister at Foskop (Pty) Ltd Clinic on 035 902 3287.**
 - k. A once-off fee is also required for access cards from Foskop Security. Please contact the Foskop (Pty) Ltd Security Reception at 035 902 3267 for information.
 - l. No access to elevated platforms, roof and scaffolding will be allowed during rainy days.

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

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

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

It is further noted that:-

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

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

C.10. Applicable General Conditions of Contract

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

C.11. Quality Management

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

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

C.11.1 Quality Control:

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

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

C.12. Tender Deliverables

On appointment, the deliverables will include;

- Complete Foskor pricing schedule (BoQ)
- Preliminary Project Schedule
- Baseline risk assessment
- Preliminary method statement to execute the site work
- Company Organogram and proof of competency
- Commercial documents required by Procurement

						
		Project Name	Minor Civil works, Building works and Repairs - 36 Month Contract			
FOSKOR LIMITED		Project Leader	Humphrey Mabunda			
RICHARDSBAY		Project Client	Projects			
	Item	Description	Unit	Qty	Rate	Amount
		These Provisional Bill of Quantities have been measured in accordance with the Sixth Edition of the Standard System of Measuring Builder's Work. Where discrepancies arise the relevant party must be informed immediately.				
		Unless the scope of work changes no extras will be entertained				
		This document is to be filled in completely and all supporting documentation requested is to be submitted with the form of tender. Failure to adhere to these instructions by the Tenderer may result in a disqualification.				
		Tenderers must refer to the Model Preambles for Trades before pricing this document.				
		These Bills of Quantities are provisional and are subject to re-measure and should be priced in conjunction with the attached drawings.				
		NOTE: Successful tenderer to verify and confirm measurements before commencing with work and before ordering of any materials or equipment;				
		SECTION NO. 1: PRELIMINARY AND GENERAL				
	1,1	Medical examination (Medicals to include working at Phosphoric Acid Plant).	No./yr	10		
	1,2	Exit Medicals	No.	10		
	1,3	Induction	No./yr	10		
	1,4	Access cards.	No.	10		
	1,5	PPE	No./yr	1		
	1,6	Preparation of safety file	Yr	1		
	1,7	Supervision	Month	1		
	1,8	Safety Officer	Month	1		
	1,9	P & G's (percentage of purchase order sum)	%			
	1,10	Site Establishment (site camp)	Sum	1		
	1,11	De-establishment of site	Sum	1		
	1,12	Ground water management (clean water)	day	1		
	1,13	Process water Management (acid contaminated water)	day	1		
		Sub total of section No.1 carried forward to final summary				

		Project Name	Minor Civil works, Building works and Repairs - 36 Month Contract			
FOSKOR LIMITED		Project Leader	Humphrey Mabunda			
RICHARDSBAY		Project Client	Projects			
Item	Description	Unit	Qty	Rate	Amount	
2	SECTION NO. 2: EARTHWORKS.					
2,1	Site clearance of rubble and vegetation movable by hand	m ²	1			
2,2	Provide soil poisoning certificate.	Sum	1			
2,3	Rip and recompact 150mm through in-situ soil to 93% MOD Aashto.	m ²	1			
2,4	Excavate trenches and foundations:					
2,4,1	0 - 1,2m deep	m ³	1			
2,4,2	1,2 - 2,0m deep	m ³	1			
2,4,3	2.0 - 4,0m deep	m ³	1			
2,5	Extra over: Excavate trenches and foundations.					
2,5,1	From 10m ³ - 20m ³	m ³	1			
2,5,2	From 20m ³ - 40m ³	m ³	1			
2,5,3	Greater than - 40m ³	m ³	1			
2,6	Shoring or trenches					
2,6,1	From 1 - 2m deep.	m ²	1			
2,6,2	From 2 - 4m deep.	m ²	1			
2,6,3	From 4 - 6m deep.	m ²	1			
2,7	Backfill and compaction of in-situ from stockpile to 93% Mod Aashto;	m ³	1			
2,8	Supply and lay G7 material and compact to 93% Mod Aashto.	m ³	1			
2,9	Supply and lay G5 material and compact to 95% Mod Aashto.	m ³	1			
2,10	Supply and lay G3 material and compact to 98% Mod Aashto.	m ³	1			
2,11	Supply and lay G2 material and compact to 100% Mod Aashto.	m ³	1			
2,12	Supply and lay C4 material and compact to 100% Mod Aashto @ 0,75 - 1,5 Mpa	m ³	1			
2,10	Supply and lay C3 material and compact to 100% Mod Aashto@ 1,5 -3,0 Mpa.	m ³	1			
2,11	Supply and lay gabion, complete with wire mesh and 63mm stones, 1m x 1m.	m	1			
2,12	Supply and lay gabion, complete with wire mesh and 63mm stones, 2m x 1m.	m	1			
2,13	Supply and lay gabion, complete with wire mesh and 63mm stones, 1m x 1m x 0,5m.	m	1			
2,14	Supply and lay coarse river sand and compact to 95% Mod Aashto.	m ³	1			
2,15	Supply and lay fine bedding sand compacted to 93% Mod Aashto.	m ³	1			
2,16	Supply troxlar compaction test result from an accredited soil testing lab.	Ea.	1			
2,17	Supply DCP (Dynamic Cone Penetrometer) test results from an accredited soil testing lab.	m	1			
Sub total of section No. 2 carried forward to final summary						

FOSKOR FOSKOR LIMITED RICHARDSBAY		Project Name	Minor Civil works, Building works and Repairs - 36 Month Contract			
		Project Leader	Humphrey Mabunda			
		Project Client	Projects			
	Item	Description	Unit	Qty	Rate	Amount
	3	SECTION NO. 3: CONCRETE, REINFORCEMENT, FORMWORK AND DEMOLITION.				
	3,1	Saw cut concrete between 50mm and 100mm thick.	m	1		
	3,2	Supply and place mass concrete for ground floor level & foundations - 40 Mpa.	m³	1		
	3,3	Supply and place concrete on first floor to second floor @ 3,5m between floors - 40Mpa.	m³	1		
	3,4	Supply and place concrete on third floor and above - 40Mpa.	m³	1		
	3,5	Supplying and erection of timber form work for smooth finishes	m²	1		
	3,6	Supplying and erection off-shutter concrete form work for smooth finishes	m²	1		
	3,7	Supply and apply 3 part high performance structural anchoring epoxy such as Sikadur-42 LE or similar product that will be approved by Project leader prior to purchase and application.	Ltr	1		
	3,8	Supply and install steel reinforcement.	kg	1		
	3,9	Lay HDPE membrane 250μ (microns) (chemical resistant).	m²	1		
	3,10	Supply, erect and lay mesh wire and reinforcement Ref 245.	m²	1		
	3,11	Supply, erect and lay mesh wire and reinforcement Ref 395.	m²	1		
	3,12	Demolish existing concrete of hardness equivalent to soft rock	m³	1		
	3,13	Demolish existing concrete of hardness equivalent to medium rock	m³	1		
	3,14	Supply and place non-shrienk Pro-Struct tamms	m³	1		
	3,15	Supply and place non-shrink cementitious repair grout such as Sikacrete-214 or similar prior approved for repairs between 25mm - 200mm	m³	1		
	3,16	Supply and place non-shrink cementitious repair grout such as SikaMonoTop-412 S or similar prior approved for repairs between 6mm - 50mm	Ltr	1		
	3,17	Drill and dowel 10mm - 12mm rebar 300mm deep	No.	1		
	3,18	Drill and dowel 16mm - 20mm rebar 500mm deep	No.	1		
	3,19	Saw cut up to 50mm deep into existing concrete	m	1		
	3,20	Chip and scabble up to 50mm deep into existing concrete	m²	1		
		Sub total of section No. 3 carried forward to final summary				

		Project Name	Minor Civil works, Building works and Repairs - 36 Month Contract			
FOSKOR LIMITED		Project Leader	Humphrey Mabunda			
RICHARDSBAY		Project Client	Projects			
	Item	Description	Unit	Qty	Rate	Amount
	4	SECTION NO. 4: MASONRY.				
	4,1	Demolition of single brick walls 110mm wide;	m ²	1		
	4,2	Demolition of double brick walls 230mm wide;	m ²	1		
	4,3	Supply and install common brick - single wall 110mm wide.	m ²	1		
	4,4	Supply and install common brick - double wall 230mm wide.	m ²	1		
	4,5	Supply and construct face bricks 110mm wide.	m ²	1		
	4,6	Supply and construct face brick wall 230mm wide.	m ²	1		
	4,7	Supply and install galvanized brick force.	m	1		
	4,8	Supply and install galvanized hoop iron.	m	1		
	4,9	Remove and replace internal single timber door, complete with paint finish.	No.	1		
	4,10	Remove and replace 3 lever silver Union door locker (standard size).	No.	1		
	4,11	Remove and dispose dry walling into Foskor skip.	m ²	1		
	4,12	Supply and install light board dry wall partition.	m ²	1		
	4,13	Replace window pane 2mm thick with putty.	m ²	1		
	4,14	Replace window pane 2mm thick on aluminium windows.	m ²	1		
	4,15	Supply and apply 10mm thick plaster	m ²	1		
		Sub total of section No. 4 carried forward to final summary				

 FOSKOR LIMITED RICHARDSBAY	Project Name	Minor Civil works, Building works and Repairs - 36 Month Contract				
	Project Leader	Humphrey Mabunda				
	Project Client	Projects				
	Item	Description	Unit	Qty	Rate	Amount
	5	SECTION NO. 5: CEILING & CARPENTRY.				
	5,1	Supply and install Rhino board ceiling.	m ²	1		
	5,2	Supply and install rhino board ceiling cornice.	m	1		
	5,3	Supply and install suspended ceiling complete with supporting grid and hang strips.	m ²	1		
	5,4	Remove and dispose of existing ceiling into allocated skips.	m ²	1		
	5,5	Remove suspended ceiling panels including supporting grid and hang strips.	m ²	1		
		Sub total of section No. 5 carried forward to final summary				

		Project Name	Small Civil Contract			
FOSKOR LIMITED		Project Leader	Humphrey Mabunda			
RICHARDSBAY		Project Client	Projects			
	Item	Description	Unit	Qty	Rate	Amount
	6	SECTION NO. 6: TILES AND GLAZING.				
	6,1	Remove and dispose of old window.	m ²	1		
	6,2	Supply and install aluminium window frame and 2mm safety glass.	m ²	1		
	6,3	Remove and dispose of old floor tiles.	m ²	1		
	6,4	Supply and install 300 x 300mm Granito charcoal first grade Johnson floor tiles.	m ²	1		
	6,5	Supply and install 300 x 300mm floor tile skirting 75mm high.	m	1		
	6,6	Remove and dispose of old wall tiles.	m ²	1		
	6,7	Supply and lay 300 x 300mm Granito charcoal first grade Johnson wall tiles.	m ²	1		
	6,8	Remove and dispose of floor carpet.	m ²	1		
	6,9	Supply and install new floor carpet.	m ²	1		
	6,10	Supply and lay standard Kilimanjaro tiles, code VT1KGA81351E.	m ²	1		
	6,11	Remove damaged laminated floor.	m ²	1		
	6,12	Supply and install 6mm or 8mm thick laminated floor specified by Foskop Project Leader.	m ²	1		
	6,13	Supply and install untexture, solid colour ceramic wall tiles 200 x 2000mm, code WS10SH100L.	m ²	1		
	6,14	Supply and install untextured, solid colour ceramic tiles 300 x 600mm.	m ²	1		
	6,15	Supply and install untextured, solid colour ceramic tiles 240 x 400mm, code VTIKFE681421E.	m ²	1		
	6,16	Supply and install untextured porcelain tiles 600 x 600mm, code JIN1286.	m ²	1		
	6,17	Supply and install rubber tiles 500 x 500mm, code PG14PA200030.	m ²	1		
		Sub total of section No. 6 carried forward to final summary				

		Project Name	Minor Civil works, Building works and Repairs - 36 Month Contract			
FOSKOR LIMITED		Project Leader	Humphrey Mabunda			
RICHARDSBAY		Project Client	Projects			
	Item	Description	Unit	Qty	Rate	Amount
	7	SECTION NO. 7: PLASTER AND PAINTING				
	7,1	Scrape off existing water and oil based paint and make smooth.	m ²	1		
	7,2	Seal existing cracks on walls and make smooth.	m	1		
	7,3	Supply and apply on ceilings 2 coats of good quality paint (acrylic PVA or similar pre-approved by Foskop Project Leader).	m ²	1		
	7,4	Supply and apply good quality undercoat/primer to newly plastered surfaces such as Plascon Plaster Primer or similar pre-approved by Foskop Project Leader.	m ²	1		
	7,5	Supply and apply 2 coats good quality water based acrylic emulsion paint such as Plascon Double Velvet or similar pre-approved by Foskop Project Leader, on internal walls.	m ²	1		
	7,6	Supply and apply 2 coats good quality water based acrylic emulsion paint such as Plascon Micatex or similar, on external walls.	m ²	1		
	7,7	Supply and apply, on roofs, 2 coats of good quality water based acrylic paint such as Plascon NuRoof Cool or similar pre-approved by Foskop Project Leader.	m ²	1		
	7,8	Supply and apply undercoat paint	m ²	1		
	7,9	Supply and apply flat enamel (matte) finish paint suitable for interior walls.	m ²	1		
	7,10	Supply and apply flat enamel (matte) finish paint suitable for exterior walls.	m ²	1		
	7,11	Supply and apply flat finish ceiling paint	m ²	1		
		Sub total of section No. 7 carried forward to final summary				

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		Project Name	Minor Civil works, Building works and Repairs - 36 Month Contract			
FOSKOR LIMITED		Project Leader	Humphrey Mabunda			
RICHARDSBAY		Project Client	Projects			
	Item	Description	Unit	Qty	Rate	Amount
	9	SECTION NO. 9: CORE DRILLING AND ANCHOR BOLTS.				
	9,1	Brick wall - 50mm Ø x 250mm deep.	Ea.	1		
	9,2	Brick wall - 100mm Ø 250mm deep.	Ea.	1		
	9,3	Brick wall - 150mm Ø 250mm deep.	Ea.	1		
	9,4	Brick wall - 200mm Ø 250mm deep.	Ea.	1		
	9,5	Brick wall - 250mm Ø 250mm deep.	Ea.	1		
	9,6	Concrete - 50mm Ø 150mm deep.	Ea.	1		
	9,7	Concrete - 100mm Ø 150mm deep.	Ea.	1		
	9,8	Concrete - 150mm Ø 150mm deep.	Ea.	1		
	9,9	Concrete - 200mm Ø 150mm deep.	Ea.	1		
	9,10	Concrete - 250mm Ø 150mm deep.	Ea.	1		
	9,11	Supply and apply 12mm anchor Chemical adhesive only, 100mm deep.	Ea.	1		
	9,12	Supply and apply 16mm anchor Chemical adhesive only, 100mm deep.	Ea.	1		
	9,13	Supply and apply 20mm anchor Chemical adhesive only, 100mm deep.	Ea.	1		
	9,14	Supply and apply 24mm anchor Chemical adhesive only, 100mm deep.	Ea.	1		
	9,15	Supply and apply 30mm anchor Chemical adhesive only, 100mm deep.	Ea.	1		
		Sub total of section No. 9 carried forward to final summary				

FOSKOR  FOSKOR LIMITED RICHARDSBAY		Project Name	Minor Civil works, Building works and Repairs - 36 Month Contract			
		Project Leader	Humphrey Mabunda			
		Project Client	Projects			
	Item	Description	Unit	Qty	Rate	Amount
	10	SECTION NO. 10: ROAD REPAIR, PAVING AND KERBING.				
	10,1	Saw cut 50 - 100mm deep nto concrete/Asphalt road surfacing.	m	1		
	10,2	Break out an remove Asphalt road surfacing.	m ³	1		
	10,3	Supply and apply tack coat primer	m ²	1		
	10,4	Supply, place and compact Hot Mix Asphalt (AC) to 95% Mod Aashto.	T	1		
	10,5	Supply and place 30mm fine bedding sand.	m ³	1		
	10,6	Supply and install Fig 3 kerb, complete with concrete bedding and haunching.	m	1		
	10,7	Supply and install Fig 6 kerb, complete with concrete bedding and haunching.	m	1		
	10,8	Supply and install Fig 8 kerb, complete with concrete bedding and haunching.	m	1		
	10,9	Supply and construct 60mm brick pavers for non-trafficable areas.	m ²	1		
	10,10	Supply and construct 80mm interlocking brick pavers for heavy traffic road sections.	m ²	1		
	10,11	Supply and install dry-stacked retaining wall 0,5 - 1.2m high	m ²	1		
	10,12	Supply and install dry-stacked retaining wall 1,2 - 2m high	m ²	1		
	10,13	Supply and install dry-stacked retaining wall 2 - 3m high	m ²	1		
		Sub total of section No. 10 carried forward to final summary				

 FOSKOR LIMITED RICHARDSBAY	Project Name	Minor Civil works, Building works and Repairs - 36 Month Contract				
	Project Leader	Humphrey Mabunda				
	Project Client	Projects				
Item	Description	Unit	Qty	Rate	Amount	
11	SECTION NO. 11: ELECTRICAL.					
11,1	Supply and install 18 way DB (distribution Board).	Item	1			
11,2	Supply and install 30 Amp isolator.	No.	1			
11,3	Supply and install 10 Amp isolator.	No.	1			
11,4	Supply and install 20 Amp circuit breaker.	No.	1			
11,5	Supply and install 60 Amp earth leakage SKA rating.	No.	1			
11,6	Supply and install double plug 4 x 4.	No.	1			
11,7	Supply and install light switch.	No.	1			
11,8	Supply and install 16mm 4 core cable.	No.	1			
11,9	Supply and install light fittings - fluorescent lights double tube.	No.	1			
11,10	Provide Electrical Certificate Of Compliance.					
	Sub total of section No. 11 carried forward to final summary					

		Project Name	Minor Civil works, Building works and Repairs - 36 Month Contract			
FOSKOR LIMITED		Project Leader	Humphrey Mabunda			
RICHARDSBAY		Project Client	Projects			
	Item	Description	Unit	Qty	Rate	Amount
	12	SECTION NO. 12: FENCING.				
	12,1	Supply and install 1,8m high x 2.5mm galvanised mesh fence and all necessary material, e.g. fixing wire, to complete the works.	m²	1		
	12,2	Supply and install 1,2m high x 2.5mm galvanised mesh fence and all necessary material, e.g. fixing wire, to complete the works.	m²	1		
	12,3	Supply and install 1.2m high x 3mm thick intermediate galvanized posts at 3m % complete with fastening bolts and end caps.	No.	1		
	12,4	Supply and install 1.8m high x 3mm thick intermediate galvanized posts at 3m % complete with fastening bolts and end caps.	No.	1		
	12,5	Supply and install 1.8m high galvanised steel sliding gate with suitable rollers, three guide posts, gate keeper and gate stopper.	T	1		
	12,6	Supply and install galvanised steel gate rail line including concrete to support the rail.	m	1		
	12,7	Replace concrete palisade fence main pillars 1.8m high.	No.	1		
	12,8	Supply and install concrete palisade fence (1.8m high from ground level x 2,5m panels), complete with fasteners, end caps and concrete base.	No.	1		
	12,9	Supply and install galvanised steel pallisade 1.8m high x 2,5mm thick from ground level x 3m panels.	m	1		
	12,10	Supply and install concrete palisade pale including nut and bolt set.	No.	1		
	12,11	Supply and install concrete palisade cross beam.	No.	1		
	12,12	Supply, install and connect D10 Centurion gate motor.	No.	1		
	12,13	Supply and install galvanized corner posts 1.8m high x 3mm thick complete with fastening bolts, end caps and concrete base.	No.	1		
	12,14	Supply and install galvanized corner posts 1.2m high x 3mm thick complete with fastening bolts, end caps and concrete base.	No.	1		
		Sub total of section No. 12 carried forward to final summary				

FOSKOR		Project Name		Small Civil Contract			
FOSKOR LIMITED		Project Leader		Humphrey Mabunda			
RICHARDSBAY		Project Client		Projects			
	Item	Description	Unit	Qty	Rate	Amount	
	13	SECTION NO. 13: PLUMBING.					
	13,1	Supply and install single ceramic wash hand basin, code XXWH978.	No.	1			
	13,2	Supply and install stainless steel double sink, code FKNVN621.	No.	1			
	13,3	Supply and install stainless steel single sink, code FKNVN611.	No.	1			
	13,4	Supply and install 50mm diameter PVC waste pipe.	m	1			
	13,5	Supply and install 50mm diameter P-trap.	m	1			
	13,6	Supply and install stainless tap for basin, code TVS19740/CH.	No.	1			
	13,7	Supply and install 110mm Ø PVC soil stack complete with gasket sealed joint.	No.	1			
	13,8	Remove, supply and install ceramic toilet pan and cistern, code BC1WH051N.	No.	1			
	13,9	Supply and install toilet suite made of ceramic material and PVC seats and flush system, code BC1WH277 or code WRWH003 or code WRH5001.	No.	1			
	13,10	Supply and install 50mm HDPE potable water pipe.	m	1			
	13,11	Supply and install 32mm HDPE potable water pipe.	m	1			
	13,12	Supply and install 25mm HDPE potable water pipe.	m	1			
	13,13	Supply and install 38mm Polyprop water pipe.	m	1			
	13,14	Supply and install 22mm Polyprop water pipe..	m	1			
	13,15	Supply and install 15mm Polyprop water pipe..	m	1			
	13,16	Supply and install 28mm copper water pipe..	m	1			
	13,17	Supply and install 22mm copper water pipe..	m	1			
	13,18	Supply and install 15mm copper water pipe..	m	1			
	13,19	Supply and install isolation valve for 28mm pipe	m	1			
	13,20	Supply and install isolation valve for 22mm pipe	m	1			
	13,21	Supply and install isolation valve for 15mm pipe	m	1			
		Sub total of section No. 13 carried forward to final summary					

FOSKOR		Project Name	Small Civil Contract			
FOSKOR LIMITED		Project Leader	Humphrey Mabunda			
RICHARDSBAY		Project Client	Projects			
	Item	Description	Unit	Qty	Rate	Amount
	14	SECTION NO. 14: STORM WATER PIPE INSTALLATION.				
	14,1	Remove damaged 450mm Ø concrete stormwater pipe by crane and dispose of into allocated skips.	m	1		
	14,2	Install 250mm HDPE pipe. Foskop to free issue pipe and crane for the installation.	m	1		
	14,3	Install 355mm HDPE pipe. Foskop to free issue pipe and crane for the installation.	m	1		
	14,4	Install 450mm HDPE pipe. Foskop to free issue pipe and crane for the installation.	m	1		
	14,5	Install 600mm HDPE pipe. Foskop to free issue pipe and crane for the installation.	m	1		
	14,6	Install 900mm HDPE pipe. Foskop to free issue pipe and crane for the installation.	m	1		
	14,7	Construct 1.2 x 1.2m reinforced manhole cover/lid complete with 300mm x 500mm 904 L S/S grid inlet and ledges, and cover newly constructed manhole.	No.	1		
	14,8	Construct 1.4 x 1.4m reinforced manhole cover/lid complete with 300mm x 500mm 904 L S/S grid inlet and ledges, and cover newly constructed manhole.	No.	1		
	14,9	Construct 1.2 x 1.2m reinforced manhole cover/lid complete with 300mm x 500mm 316 L S/S grid inlet and ledges, and cover newly constructed manhole.	No.	1		
	14,10	Construct 1.4 x 1.4m reinforced manhole cover/lid complete with 300mm x 500mm 316 L S/S grid inlet and ledges, and cover newly constructed manhole.	No.	1		
		Sub total of section No. 14 carried forward to final summary				

	Project Name		Minor Civil works, Building works and Repairs - 36 Month Contract			
	Project Leader		Humphrey Mabunda			
	Project Client		Projects			
	Item	Description	Unit	Qty	Rate	Amount
	15	SECTION NO. 15: SEWER PIPE INSTALLATION.				
	15,1	Remove damaged sewer pipe and dispose of into allocated skips for:				
	15,1,1	110mm Ø	m	1		
	15,1,2	160mm Ø	m	1		
	15,1,3	250mm Ø	m	1		
	15,1,4	350mm Ø	m	1		
	15,2	Install 110mm HDPE pipe. Foskop to free issue pipe for the installation.	m	1		
	15,3	Install 160mm HDPE pipe. Foskop to free issue pipe for the installation.	m	1		
	15,4	Install 250mm HDPE pipe. Foskop to free issue pipe for the installation.	m	1		
	15,5	Supply and install 110mm UPVC pipe.	m	1		
	15,6	Supply and install 160mm UPVC pipe.	m	1		
	15,7	Supply and install 250mm UPVC pipe.	m	1		
	15,8	Supply and install 355mm UPVC pipe.	m	1		
		Sub total of section No. 15 carried forward to final summary				

As per B.5 - Schedule of Labour Rates for the Works

Item No.	Category	Rate per Hour in Rands		
		Normal	Overtime	Sundays and PPH
1	Site Manager/ Supervisor			
2	Carpenter			
3	Plumber			
4	Bricklayer			
5	Tiler			
6	General Labour			
7	Safety Officer			
8	Electrician			
9	Concrete Foreman			
10	Steel Fixer			

As per B.6 - Schedule of Equipment for the Works

Item	Description	Rate/hr	Rate/Day	Standing Time/Hour
1	7,5T TLB Machine			
2	60 kg Rammer (e.g. wakker)			
3	100-200 kg Reversible plate compactor			
4	200-700 kg walk behind roller compactor			
5	750-1500W Jack Hammer			
6	1550-2500W Jack Hammer			
7	505-800W Hand Drill/ Chipping Hammer			
8	400mm Road Cutting Saw			
9	50-300mm dia. Concrete core drilling machine			
10	1,5T Bob-cat			
11	1m3 Diesel powered concrete mixer			
12	Poker vibrator			
13	Clean water pump			

Section E: Evaluation Criteria

Tender No. _____				Rev. 1
Project Title : MINOR CIVIL WORKS, BUILDING WORKS AND REPAIRS				
36 MONTHS CONTRACT				
Date 27-Nov-24				
EVALUATION REQUIREMENTS				
Bid submission not meeting the mandatory requirements will result in the bid being disqualified.				
TECHNICAL REQUIREMENTS				
Evaluation Criteria (Technical)				
No.	Technical Criteria Description	Contribution%	Proof/Documents to be submitted	Notes
1	Mandatory - Compliance with Scope of Work Specifications - Weight not to be less than 30%			
a)	Tender returnable documentation submitted in full for technical evaluation.	15%	Provide mandatory documents as requested on section B.2 on page 11 of the tender document.	Tender returnable documents are essential for a complete evaluation of the bid.
b)	Familiarity of work area/ site Scoring: Yes = 5%, No = 0%	5%	Submit site inspection certificate signed by Project Leader or Representative.	Inspection of site is important for bidders to familiarize themselves with plant accessibility, limitations and constraints.
c)	Local based community Contractor Scoring: Yes = 10%, No = 0%	10%	Proof of physical address valid for the immediate past 3 months.	Local community contractors are offered opportunity to be part of the 36 months panel.
2	Capability - Supplier reliability to complete the project safely within time, quality and budget - Weight not to be less than 25%			
a)	Financial capacity evaluated over the immediate past 2 years. Scoring: Best annual turnover R1mill to R5mill = 7,5% - 1,5% respectively Available capital > R100k Yes = 7,5%, No = 0%	15%	Submit financial statements for the immediate past 2 years indicating best annual turnover. Submit financial statements for the immediate past 3 months indicating available capital or produce a valid guarantee/ surety by a third party that covers at least R200k.	Financial capabilities: Bidders must demonstrate to have the required capital available to successfully execute the contract.
b)	Tools of trade. Scoring: Yes = 10%, No = 0%	10%	Submit a list of assets certified by a registered book keeper or financial statements for the immediate past 12 months from a reputable plant hire as proof of active and valid plant hire	Technology: Does the bidder have access to construction resources and/ or necessary systems, for instance machinery/vehicles/software to execute the contract?
3	Competency - Supplier experience & team competency - Weight not to be less than 45%			
a)	Supplier level of skill - level of training (formal or informal) of key team members. Accreditation with NHBC will also be considered. Evaluation of key personnel responsible for managing contract, construction supervision and managing health & safety of the project. Theoretical training scoring: NQF level 1 to 5 is 1,5% to 7,5% respectively. (Accreditation with NHBC = 3,75%) Practical training scoring: Relevant practical experience of 1 to 5 years is 1,5% to 7,5% respectively. Scoring: Sliding scale from 0% to 15% (in line with individual's formal/practical training).	15%	Submit a project team structure/ organogram indicating key personnel as well as copies of C.V's indicating their level of competency. Bidders to indicate personnel qualifications and record of experience.	Recourses: Human Resources: The bidder must indicate if it has the human workforce, with the necessary experience and expertise to successfully comply with the requirements of the contract. A demonstration of the level of formal or practical training is an indication of the level of skill and competency of the supplier.
b)	Track record and Experience - previous experience in similar work, environment, magnitude and complexity. References from previous clients for work above R50k in the recent past 5 years. Scoring of trades: Structural concrete = 2,5% (steel reinforced), (1,25% per reference) Brickwork = 2%, (1% per reference) Electrical = 2,5%, (1,25% per reference) Plumbing = 2%, (1% per reference) Carpentry = 2%, (1% per reference) Tiling = 2%, (1% per reference) Roof = 2%, (1% per reference) Sliding scale from: 0% - 15%	15%	Submit a list of similar contracts/ projects undertaken in the immediate past 5 years and completed with description, date of the project start and completion, project cost as well as project reference. Provide at least 2 references for each trade.	How many years of experience the bidder has in executing similar projects/ providing the goods and/or services required in this contract. The more experience you have the better. This indicates that the bidder has been providing the goods and/or services for a period and that the bidder is experienced in this field of expertise. Records of previous projects successfully completed by the bidder in the recent past 5 years provide an indication of the level of experience.
c)	Supplier CIDB certification - 2GB/CE Scoring: Yes = 15%, No = 0%	15%	Submit valid CIDB certificate. Confirm registration and grading within 26 working days of tender closing.	Conformity to tender for construction work in the public sector.
Total Technical Score:		100%		
NOTE: In order for the bid to be considered, the bidder needs to score 70% and above, and comply to with mandatory requirements to move to Phase 2 - Commercial evaluation.				
DISQUALIFICATION CRITERIA **				
1 Mandatory/ pre-qualification documentation not submitted.				