

PROVISIONAL BRICKLINING REPAIRS TO ACID TOWERS AND EFFLUENT SUMP: SULPHURIC ACID C-PLANT SHUTDOWN 2024

Tender no: FTP /24/LK

Cost Code:

Revision¹: 0.1.n see legend at bottom of page

Revised date: 11/06/2024

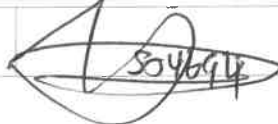
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COMPILED - RECOMMENDATION

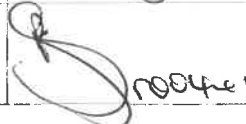
Nhlakanipho Myeni	Project Supervisor	503971		12/06/2024
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COMPREHENSION AND ACCEPTANCE BY CLIENT

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

Anthony Tloubatla	Production Engineer	504694		13/06/2024
Comments:				

APPROVAL TO PROCEED

Precious Buthelezi	Snr Manager Production	22171		12/06/2024
Blessing Mbuyazi	Acting General Manager, Projects	504427		13/06/2024
Sam Mbuyazi	General Manager, Acid Division	500441		13/06/2024

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 the **Provisional Brick Lining Repairs to Acid Towers and Effluent Sump**

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	Lisu Khumalo
Telephone	035 902 3078
Fax	035 797 3941
Cell no	
Email	LisuK@foskor.co.za

A.2 Return of Tender Documents

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

TENDER		
Tender No.	FTP /24/LK	The Manager Procurement
Contract Title:	Provisional Brick Lining Repairs to Acid Towers and Effluent Sump.	FOSKOR LIMITED
Closing date & time:		21 John Ross Parkway Richards Bay

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

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

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

for the purpose of delivering the tender document to Foskop (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.
- Foskop shall take no responsibility for lost courier documents – prior to opening of tenders - and onus rests on Tenderer to keep duplicate of Tender Submission.
- In this case the sealed envelope shall remain addressed as per paragraph A.2.1, and shall be placed in a sealed courier bag with the following street address delivery instructions:

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

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

A.3 Site Inspection

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

Date of Site Visit

Time of Site Visit

Meeting Venue

From: To :

Report at Main Security Entrance

Please wear the following protective clothing:

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

Yes

Yes

Yes

Yes

Yes

Yes

IMPORTANT

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

A.4 Examination and Completion of Documents

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

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

- A.4.2 The Sections of this document shall not be separated in any way nor shall any pages be detached therefrom.
- A.4.3 The Tenderers submission is to include all Financial and Contractual detail and be signed (by authorized person) and/or company-stamped together with tender submission.
- A.4.3.1 Schedule of rates of Costs in detailed Breakdown or Labour Rates for the Works or Breakdown per Bill of Quantities
- A.4.3.2 Initial Project Program of Works, Work Methodology, and Cash Flow (structured similarly to payment terms)
- A.4.3.3 Schedule of Key Personnel on the Project
- A.4.3.4 Schedule of Similar Contracts Undertaken
- A.4.3.5 Site Inspection Certificate – signed by Tenderer as proof of attendance

A.5 Contract Documents Priority

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

A.6 Alterations by Tenderer

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

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

- a) Reason for proposed exception;
- b) Suggested re-wording;
- c) Any effect on the tender price;
- c) Any effect on the execution of the scope of supply;
- d) Any effect on Foskor's overall program objectives.

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

A.7 General

A.7.1 Foskor (Pty) Ltd reserves the right to adjust arithmetical or obvious errors in the Tender. Such adjustments made by Foskor (Pty) Ltd will be communicated to the Tenderer prior to the acceptance of his Tender.

A.7.2 The Tenderer (whether his Tender is accepted or not) shall treat the details of the Tender as private and confidential and no copies shall be made thereof without the permission of Foskor (Pty) Ltd.

A.7.3 Foskor (Pty) Ltd is not bound to accept the lowest or any other Tender it may receive, nor to assign a reason for the rejection or acceptance of any Tender, and Foskor (Pty) Ltd has the right, after Tenders are opened, and before a Contract is awarded, to enter into negotiations and discussions with one or more Tenderers short-listed on a price, programme or technical basis, with a view to the clarification, improvement or amendment of any particular Tender.

A.7.4 All Tenderers tender at their own risk and Foskor (Pty) Ltd is not bound to accept any Tender and under no circumstances whatsoever will be responsible for any costs incurred by any Tenderer in compiling or submitting the tender.

A.7.5 Furthermore, Foskor reserves the right to accept only a part of the Tender, with due communication and agreement of the Tenderer.

A.7.6 The Tenderer is required to submit a 'bona fide' Tender, intended to be competitive and not to fix or adjust the amount of the Tender by or under or in accordance with any agreement or arrangement with any third party. The Tenderer is also obliged to ensure that it has not and will not at any time before the hour and date for the lodging of this Tender do any of the following acts:

- a) Communicate to any 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:				
1.00	Preliminary and General				A1
1.01	Preparation and Brick Lining Installation				A2
1.02					A2
1.03					
1.04					
1.05					A2
	Sub Totals Sum (Excluding VAT)				A3
2.0	Add: VAT	15%			D
3.0	Total Tender Sum (Including VAT)				A4

- B1.1 In the event of their being any obvious errors of pricing, extensions or additions in the priced Schedule of Quantities attached, we agree to their being corrected, and the contract amount altered accordingly.
- B1.2 We further undertake that this tender cannot be withdrawn or retracted for **90** (ninety) days from the closing date.
- B1.3 Notwithstanding that, this tender is submitted by invitation, it is clearly understood and agreed that there is no obligation upon 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 **10% Retention** (*held for 12 months, unless otherwise specified*) shall be deducted on all payments made for the Liability Period as defined in B.2. This clause also refers to 'Handover' as specified in **B 2.1**
- WE AGREE TO A 10% RETENTION and 12 MONTHS 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 Initial Project Programme of Works, Work Methodology and Cash Flow

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

Commencement Date (Guide: 6 wks from tender close date)

Within 01 day from receipt of Purchase Order

Working Shift

24 hours shift until completion of work

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

Three weeks from receipt of purchase order

Defects Liability Period Applicable (Start from Project handover)

12 Months

Retention Payment:

TO BE SUBMITTED WITH THIS TENDER

The Tenderer shall submit with this Tender:

- 1 Initial programme (Bar Chart/Gantt Chart).
- 2 Acid resistant mortar MTDS/PDS (Material/Product Technical Data Sheet).
- 3 Quality Control Plan.
- 4 Method Statement.
- 5 Traceable records of similar contracts undertaken and references.
- 6 Project team organogram.
- 7 Signed site inspection certificate.
- 8 Valid CIDB 2 SD grading certificate
- 9 Tasked base risk assessment.

OTHER IMPORTANT NOTES

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

B.2.1 Project Completion and Handover; Retention

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

B.2.2 Initial Programme to be Submitted

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

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

ATTACH GANT CHART AND/OR BAR CHART TO THIS PAGE

B.2.3 Table with Milestones to be Submitted

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

B.3 Schedule of Key Personnel on the Project

The Tenderer shall:

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

Key Personnel	Name and Surname	Full/Part Time on site, off-site?	Employed, Sub-Contractor or Temp?	Years Related Experience
Project Manager / Owner				
Site Manager/ Contracts Manager				
Site Foreman				
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 below shall be the Total Cost to the Company (Contractor). It shall include for all the Contractor's profits, overheads, wages, accommodation, travelling, subsistence and other costs relative to the employment by the Contractor of the personnel detailed, and for hand and portable electric or pneumatic tools and consumables normal to the trade of the respective personnel.

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

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

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

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

[illegible]

B.6 Schedule of Equipment for the Works

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

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

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

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

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

[illegible]

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

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

representing and being duly authorized by:

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

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

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

I/We are,

Yours faithfully

SIGNATURE: _____

ON BEHALF OF: _____

DATE: _____

AS WITNESS: _____

Section C: SCOPE OF WORKS

C.1. Background, Present Situation and proposed solution

C.1.1 Background and present situation

The Sulphuric C plant is preparing an annual shutdown and this presents an opportunity to carry out necessary maintenance and repairs to various sections and equipment of the plant. This scope aims to make provision for brick lining repairs that may be required following inspection once access is made available inside Interpass, Drying, Final Acid Towers and Effluent Sump.

C.1.2 Proposed Solution: Reason for this Tender

In anticipation of necessary brick lining repairs of various equipment mentioned, it is necessary to arrange and procure a suitable contractor to make available the materials, tools, labour and skills required to undertake repairs to acid proofing systems.

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

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	
FC005	General Earth Works to Plant and Building	Latest	
FD001	Design Criteria for Structures	Latest	
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	
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	
MC009	General Plant Protection High Corrosive Areas	Latest	
SS-000000-C-006	General specification for concrete construction	Latest	
SS-000000-C-007	Concrete specification	Latest	
SS-000000-C-012	Grouting	Latest	
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	
DD-000000-S-001	Structural design criteria	Latest	
ASTM C-279	Standard Specification for Chemical-Resistant Masonry Units	Latest	Yes
ASTM C20	Standard Test Methods for Apparent Porosity, Water Absorption, Apparent Specific Gravity, and Bulk Density of Burned Refractory Brick and Shapes by Boiling Water	Latest	Yes
ASTM C133	Standard Test Methods for Cold Crushing Strength and Modulus of Rupture of Refractories	Latest	Yes
ASTM C373	Standard Test Method for Water Absorption, Bulk Density, Apparent Porosity and Apparent Specific Gravity of Fired Whiteware Products	Latest	Yes
DIN 28062	Building Materials for Brick Lining; Classification, Properties, Testing	Latest	Yes
DIN EN 993-1	Determination of Bulk Density, Apparent Porosity and True Porosity	Latest	Yes
DIN 51067	Determination of the Crushing Strength at Room Temperature (CCS) on Refractory Materials	Latest	Yes
DIN 51068 Part 1	Determination of the Resistance Against Thermal Shock	Latest	Yes
DIN 51102 Part 2	Determination of the Resistance Against Sulphuric Acid	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 ACID BRICK LINING 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 and/or other Documents

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
N/A	Sulphuric C-plant baseline risk assessment	0
531-105	Final Absorbing Tower	0

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

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

C.7 Scope of Work - General

The scope of work includes for the following:

The Contractor to supply as per the complete Bill of Quantities as submitted and which includes but not limited to: Construction of brick lining to Sulphuric Acid Towers. 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 brick lining work, 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 Scope of Work (“Works”) calls for the successful completion of the execution of **the works/services as described in this document** and all the relevant associated works that is required to make such a facility functional for its purpose. The project will 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 Contractor is specifically reminded of the requirements in terms of the Occupation Health and Safety Act, Act 85 of 1993 and latest amendments in terms of this project.

The scope of work includes and not limited to:

The scope of work is concerned with localized repairs to acid brick lining inside of the Acid Dry Tower, Interpass Tower and Final Tower. The repair work involves breaking out defective brick lining, stripping off existing rubber membrane/lining, preparation of metal shell by grit blasting, priming steel shell, application of new corrosion protection underlay and the installation of new acid resistant brick lining.

Design, supply and install acid proofing systems suitable and effective to withstand the following parameters with minimal adverse impact:

- Sulphuric acid level of ph. < 1 (concentration of 98,5%),
- Design temperature: IAT>82°C, FT>62°C, DT>°C.

C.7.1.1 Demolition of brick lining

- a) Carry out risk assessment and prepare method statement.
- b) Arrange adequate temporary support structure and/or props to support aludar beams . Foskor to provide scaffold and quick stage props with end-jacks at the request of the Contractor.
- c) Saw-cut 50mm deep to break acid brick lining into sections.
- d) Break out and remove acid brick lining.
- e) Strip off and remove existing rubber lining to wall and floor.
- f) Absolute care must be taken in preventing scaw-marks and indentations of the steel shell. The tenderer will be liable for repairs to damage caused by breaking and removal of brick lining.
- g) Remove all rubble from inside the vessel and dispose of it into free issue skips.

C.7.1.2 Grit blasting and shell preparation

- a) Obtain written approval from mechanical maintenance to proceed with grit blasting following inspection and repairs to metal work.
- b) Supply grit and carry out grit blasting to inner wall and floor shell of vessel to SA2,5 specification.
- c) Clean and remove all grit and dispose into free issue skips before applying suitable primer to inner wall and floor of the shell.

C.7.1.3 Installation of rubber lining to Acid Towers

- a) Supply and install suitable corrosion repair agent and repair scaw-marks and indentations on the steel shell.
- b) Supply and install ceramic sleeves to nozzles for drain outlet and balancing outlet prior to rubber lining.
- c) Supply and apply suitable primer and adhesives to inner wall & floor of shell including nozzles, manhole cover and nozzle flanges.
- d) Supply and install suitable rubber lining such as a 3mm coat of Pecora Mastic or 2mm layer of Rhepanol membrane and adhesives or similar approved to inner wall & floor of shell including nozzles, manhole cover and nozzle flanges.
- e) Contractor to provide rubber lining PTDS (product technical data sheet).
- f) Contractor to provide corrosion and metal repair agent PTDS (product technical data sheet).

C.7.1.4 Installation of new brick lining

- a) Supply suitable mortar for the installation of acid brick lining such as potassium silicate mortar or similar approved mortar.
- b) Construct 76mm thick layer/s of brick lining for vessel walls and arch walls that require repairs.
- c) Bricks will be supplied by Foskor.
- d) Supply and install ceramic rope caulking around openings and on brick edges.
- e) Finish above rope caulking around all openings and brick edges with 50mm minimum mortar.
- f) Contractor to provide mortar PTDS (product technical data sheet).

C.7.2 Site Conditions

The site is located on the Foskor (Pty) Ltd Richards Bay Plant, approximately 250 meters from the main entrance, at the section of the plant known as the Sulphuric Acid C-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 always be worn/used.

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

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.
- Sulphuric Acid pipes
- Electrical cables and racking

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

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 ^e	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.

C.7.4 Certification by Recognized Bodies

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

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

Only Applies if/where electrical conductors, pipe conduits, electrical transmitters, ducting or ventilation services are affected. Unless identified as part of the scope, the Contractor must immediately bring to 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

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 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 up to 10% of contract amount.**

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.7.11.2 Extension of Time for Completion

The whole work 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 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,

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 in on the B&D Store.

- 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 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 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 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 Nkosazana Nxumalo at Foskor (Pty) Ltd Clinic on 035 902 3267.**
- k. A once-off fee is also required for access cards from Foskor Security. Please contact the 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 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.A

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.

Additional notes:

- Until otherwise notified, Foskor (Pty) Ltd have designated Ms. Nelisiwe Bodibe (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.
- 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.
- Foskor's Health & Safety Representative will deal with all matters relating to the Health & Safety specifications and Construction Regulations relating to this assignment.
- 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.
- 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.12 Tender Returnable

The supplier shall submit the following supporting documents:

- i) Initial programme (Bar Chart/Gant Chart).
- ii) Acid resistant mortar PDS/MTDS (product/material technical data sheet).
- iii) Quality control plan (QCP).
- iv) Project specific method statement.
- v) Refer to B4-Schedule of similar contracts undertaken.
- vi) Refer to B3- Schedule of key personal n the project as requested in the TEV criteria.
- vii) Signed site inspection certificate.
- viii) Valid CIDB 2 SD grading certificate.
- ix) Task based risk assessment.

Section D – Bill of Quantities

Failure to complete the bill of quantities may lead to disqualification.

FOSKOR LIMITED RICHARDSBAY		Project Name	BRICK LINING REPAIRS TO ACID TOWERS AND EFFLUENT SUMP: SULPHURIC ACID C-PLANT SHUTDOWN 2024		
		Contract Number			
		Project Leader	Nhlakanipho Myeni		
		Project Client	Sulphuric Acid Plant		
Item No.	Description	Unit	Qty	Rate	Amount
	BILL NO.1 PRELIMINARY AND GENERAL				
1.1	Full medicals (Supplier to specify number of personnel to work on this project)	No			
1.2	Plant access cards (Supplier to specify number of personnel to work on this project)	No			
1.3	Inductions (Supplier to specify number of personnel to work on this project)	No			
1.4	PPE (Acid proof overalls, hard hat, steel toe cap safety shoes, safety goggles, safety glasses, hearing protection, safety gloves, gas respiratory bad with safety glasses and half mask double filter with 3M filter cartridges) inclusive of Tychem 4000 for all 2 shifts crews for the duration of the project- Supplier to specify number of personnel to work on this project	No			
1.5	Working at heights certification	No			
1.6	Safety officer	Days	25		
1.7	Other safety control	Sum	1		
1.8	Supply artificial lighting	Sum	1		
SUB TOTAL OF BILL NO.1: PRELIMINARY AND GENERAL, CARRIED FORWARD TO FINAL SUMMARY					

FOSKOR		Project Name	BRICK LINING REPAIRS TO ACID TOWERS AND EFFLUENT SUMP: SULPHURIC ACID C-PLANT SHUTDOWN 2024			
FOSKOR LIMITED RICHARDSBAY		Project Leader	Nhlakanipho Myeni			
		Project Client	Sulphuric Acid Plant			
			Rev. 0			
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 These Bills of Quantities are provisional and are subject to re-measure and should be priced in conjunction with drawing no. If it's applicable. BILL NO. 2 Removal of existing brick lining and to be loaded into Foskor skips					
2.1	Saw-cut 50mm deep to break acid bricklining into sections.	m	200.0			
2.2	Break out and remove 76x114x228mm acid bricklining.	m ²	100.0			
2.3	Strip off and remove existing rubber lining.	m ²	100.0			
	Grit blasting and shell preparation					
2.4	Supply grit and carry out grit blasting to inner shell surface to SA2,5 specification.	m ²	100.0			
2.5	Supply and apply suitable primer to inner surface of shell such as Sigmaprime 200/Sigmacover 280 or similar approved.	m ²	100.0			
	Installation of rubber lining					
2.6	Supply and install suitable scaw-mark and corrosion repair agent and repair scaw-marks and indentations on the steel shell such as Sigmaguard 730 or similar approved.	m ²	100.0			
2.7	Supply and install suitable rubber lining such as Rhepanol membrane or similar approved.	m ²	100.0			
	Installation of new bricklining					
2.8	Supply mortar suitable for sulphur resistant lining such as potassium silicate or similar approved mortar (Mortar bedding 114mm x 230mm).	m ²	100.0			
2.9	Construct brick lining using 76x114x228mm high silica/ceramic bricks that will be supplied by Foskor	m ²	100.0			
2.10	Supply and install ceramic rope caulking around openings (20-50mm thick).	m	50.0			
2.11	Construct brick lining to Effluent sump using 76x114x228mm high silica/ceramic bricks that will be supplied by Foskor	m ²	50.0			
	FINAL SUMMARY					
	BILL NO.1 PRELIMINARY AND GENERAL					
	BILL NO.2 PREPARATION AND BRICK LINING INSTALLATION					
	Total excluding VAT carried to form of tender					

Tender No.	: FTP /24/LK		
Project Title	: Brick Lining Repairs to Acid Towers and Effluent Sump: Sulphuric Acid C-plant Shutdown 2024.		
Date	: 09 May 2024		
MANDATORY REQUIREMENTS			
Bid submission not meeting the mandatory requirements will result in the bid being disqualified.			
No.	RETURNABLE DOCUMENTS	Comments	
1	Initial programme (Bar Chart/Gant Chart)	Proposed delivery	
2	Acid resistant mortar PDS/MTDS (product/material technical data sheet)	Quality Assurance	Mandatory
3	Quality control plan (QCP)	Quality Assurance	
4	Project specific method statement	Adherence to scope of work	Mandatory
5	Refer to B4-Schedule of similar contracts undertaken	Signed by Tenderer	
6	Refer to B3- Schedule of key personal in the project	Level of experience	
7	Signed site inspection certificate	Signed by FOSKOR Projects	Mandatory
8	Valid CIDB 2 SD grading certificate	Submit a valid CIDB 2 SD certificate	
9	Task based risk assessment	Adherence to scope of work and safety	
TECHNICAL REQUIREMENTS			
Evaluation Criteria (Technical)			
No.	Technical Criteria Description	Contribution%	Proof/Documents to be submitted
1	Compliance with Scope of Work Specifications - Weight not to be less than 25%		
a)	Material specification compliance-MTDS/PDS(material technical data sheet/ mortar powder and resin. Scoring: Mortar =5% Mortar resin =5% Yes = 10%, No = 0%	10%	Provide mandatory documents as requested on section C.12 on page 33 of the tender document.
b)	Suitability of methodology in alignment with safe work procedure and care of environment. Qualitative measure Scoring: Yes (Acceptable) = 15%, No(Not Acceptable) = 0%	15%	Submit a method statement that is relative to the project in subject
2	Reliability - Supplier reliability to complete the project safely within time, quality and budget - Weight not to be less than 30%		
a)	Suitability of QCP (Quality control plan. Qualitative measure Scoring: Yes (Acceptable) = 10%, No (Not Acceptable) = 0%,	10%	Submit a quality control plan that is relative to the project in subject
b)	Suitability of project schedule in alignment with FOSKOR guide as per B.2 of tender document presented within realistic timeline. Scoring: Sliding scale from 20% to 2% -If project program is shortest = 20% -If project program is upper median = 15% -If project program is median = 10% -If project program is lower median = 5% -If project program is longest = 2%	20%	Submit a proposed delivery schedule considering the urgency that FOSKOR has indicated on section B.2 of page 10 of the tender document.
3	Competency - Supplier experience & team competency - Weight not to be less than 45%		
3.1	Company-Weight not to be less than 20%		
a)	Previous experience in similar work, environment, magnitude and complexity Company previous experience with acid resistant brick lining work magnitude greater than R400,000-00. 4 or more references will be 20% 3 References will be 15% 2 References will be 10% 1 References will be 5% 0 References will be 0%	20%	Submit a list of projects undertaken and completed with description, time of project start and completion as well as project cost.

3.2 Site Manager/Supervisor-Weight not to be less than 15%			
a)	Previous experience in similar work, environment, magnitude and complexity. Scoring: Previous experience with brick lining installation. Relevant experience 10 years and greater is 15% Relevant experience of 1-9 years is 1.5% to 13.5% respectively Range: Highest = 15% and Lowest = 0%	15%	Submit a list of projects undertaken and completed with description, time of project start and completion as well as project cost. Records of previous projects successfully completed by the supplier provide an indication of the level of experience.
3.3 Health and Safety Officer- Weight not to be less than 10%			
a)	SACPCMP Registration: Construction Health and Safety Officer Yes = 5%, No = 0%	5%	Submit candidate's qualification Records of qualification indicate competency of candidate
b)	Previous experience in similar work, environment, magnitude and complexity. Scoring: Previous experience with construction inside chemical plants. Relevant experience 5 years and greater is 5% Relevant experience of 1-4 years is 1% to 4% respectively. Range: Highest = 5% and Lowest = 0%	5%	Submit CV with list of projects undertaken and completed with description, time of project start and completion, project amount as well as references with contact details Records of previous experience indicate competency of Safety Officer
Total Technical Score: 100% NOTE: In order for the bid to be considered, the bidder needs to score 70% and above, and comply with mandatory requirements.			
DISQUALIFICATION CRITERIA ** 1. Mandatory documentation not submitted.			

