

SURVEY OF PRODUCTS (RAW MATERIALS AND FINISHED GOODS)

Cost Code:

30810000

date:

NAME
TITLE
Empl. no
SIGNATURE
DATE

COMPILED – RECOMMENDATION

Nduduzo Ntuli Stock Controller

503505

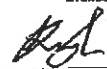


28/01/2025

APPROVAL TO PROCEED

Prashant Singh Management Accountant

500504



28/01/2025

Hoosen Moolla GM, Finance

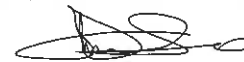
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29/01/2025/

Charles Mavuso SHREQ Manager

504688



31 January 20

Sam Mbuyazi GM, Acid Division

500441



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•	Survey grade 3D laser scanner with a minimum of 43000 points per second scan.....	14
•	3D Laser Scanner with Range Accuracy of at least 3cm.	14
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•	Ad-hoc Survey Requests	14
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Section A: INVITE AND TENDER INSTRUCTIONS

1. Invitation to tender

- Tenderers are invited to submit a tender in accordance with this Tender Document.
- The Works consists of surveying stockpiles for raw materials and finished goods
- 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**.

2. Return of Tender Documents

- 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.

Contract Title:

Closing date & time:

The Manager Procurement
FOSKOR LIMITED
 21 John Ross Parkway
 Richards Bay

- Tenders shall be placed in the **Tender Box at Foskor Richards Bay main admin reception** no later than **12h00 noon** on the closing date
- A tender sent by fax shall not be accepted.
- In case of Tenderers not being local, and not being able 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 **BEE & Supplier Development, 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

- 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.

- If 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 **BEE & Supplier Development**.

3. Site Inspection

- An official Site inspection shall be held at the **Foskor, Richards Bay** site for the Tenderer to fully acquaint himself with the prevailing site and works conditions. In so doing you are to ensure that you fully understand the context and extent of the work (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 (Foskor 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 allow for at least **30 minutes** before the Site Meeting starts to complete the induction.
- The Site Visit / Inspection are **NOT COMPULSARY**.

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 details 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 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 to 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 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 Foskop 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

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 there are corrected, and the contract amount altered accordingly.

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

B1.3 Notwithstanding that, this tender is submitted by invitation, it is clearly understood and agreed that there is no obligation upon Foskop to accept the lowest or any tender.

B1.4 The tendered prices are fixed and firm for the duration of the contract, and unless otherwise agreed to in writing a 10% Retention (held for 12 months, unless otherwise specified) shall be deducted on all payments made for the Liability Period as defined in B.2. This clause also refers to 'Handover' as specified in B 2.1

WE AGREE TO A 0% RETENTION and 12 MONTHS DEFECTS-LIABILITY RETENTION PERIOD.

B1.6 Unless or until a formal agreement is prepared and signed, this tender, shall serve as your written acceptance and constitute a binding contract between Foskop and Yourself.

Amount In Words:

Signed aton.....

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

.....
Company Stamp

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

- Not Applicable.

B.2.1 Project Completion and Handover; Retention

Not Applicable.

B.2.2 Initial Program to be Submitted

Not Applicable.

Not Applicable.

Not Applicable

These people 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.

[illegible]

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B.5 Schedule of Labor Rates for Works

The rates for labor 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 some 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 application and use of these rates shall be at our 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.

The rates detailed herein shall not be subject to escalation. No payment in respect of the 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 our sole discretion and subject to the prior approval of the Engineer.

[illegible]

Section C: SCOPE OF WORKS**C.1. Background, Present Situation and Proposed Solution****C.1.1 Background and Present Situation**

Foskor (PTY) Ltd prides itself in being the largest Phosphoric Acid manufacturer in the southern hemisphere. Being a corporate company of this stature, certain accounting procedures need to be followed to ensure a smooth closing of the financial month end. We therefore require the services of a professional surveyor who will assist in providing us with store values to expedite closing off.

The priority is to employ only reputable and experienced surveyors who possess adequate professional expertise in conducting raw materials and final stock surveys.

C.1.2 Present Situation

The purpose of the scope of the work is to provide a detailed analysis of the functions required in the fulfilment of the role as surveyors with the intent of providing uncompromised quality of service to Foskor (Pty) Ltd.

C.1.3 Proposed Solution: Reason for this Tender

An independent Surveyor is required for the physical stock verification of stockpiles at the Foskor premises. The surveyor must be available to perform stock volume verification monthly and weekly as well as on ad hoc-basis requests.

A detailed stock certificate must be provided for each stockpile survey done and figures should be made available to the Finance department by close of business the following Monday.

C.1.4 Nature of Work

- This contract will be valid for a period of **36 Months** from the awarding of the contract.
 - Surveyor to report to site by 6h00 am last Friday of every month.
 - Rock Store operations are put on hold from 06h00am -08h00am so it is imperative that the survey is complete within this period.
 - Sulphur store should be completed by 10h00am – approximately 2 hours allocated per store.
 - Granulation bays to be completed by 12h00pm.
 - Surveyor to report to site by 07h00 am on Fridays for Weekly rock surveys.
 - Punctuality is key.
 - Reports (examples provided on request) need to be detailed and of a high standard. Each stockpile to be distinguished and calculated accurately.
 - Reports to be sent no later than 16h00pm, the Monday after the survey is done.
 - Ad-hoc surveys are sometimes required so we need you to be ready-made, one working day notice will be given.
- A calibration certificate for the scanner being used must be provided.

Required 3D Laser Scanner or similar/better equipment with survey software.

- Volumetric measurements are required for stockpiles contained within 3 sheds: Rock, Sulphur & Granulation. The method preferred for the data capturing of the stockpiles is strictly by using 3D Laser Scanning systems or other better systems available. Minimum requirements are listed below.
- Key Requirements for 3D point cloud Data Capturing, Registration & Processing.
 - Survey grade 3D laser scanner with a minimum of 43000 points per second scan.
 - 3D Laser Scanner with Range Accuracy of at least 3cm.
 - Static or mobile 3D laser scanners can be used. Preferred scanning method - mobile
 - handheld SLAM technology for quicker data collection due to large stockpile areas.
 - Experienced & competent operator with good knowledge of 3D Laser scanning principles &.
 - Professional software for registration of 3D point scans.
 - Breakdown of all stockpile volumes indicating time & date of survey.
 - 3D representations/renderings of stockpiles with height/color ramps.
 - Snapshot of raw point cloud data of overall survey area.
 - General Contour plots for all stockpiles.
 - Volumetric calculation sheets to be provided showing cut/fill volume derivation for all stockpiles.
 - At least 3 years' experience with 3D Laser Scanning operations including indoor stockpile surveys.
 - CV's & qualifications of key personnel.
- **Ad-hoc Survey Requests**
- Ad-hoc survey requests may only have one working day notice; therefore, preference will be given to surveyors who are based locally and can meet the turnaround time of one working day and are in possession of their own survey equipment.

C.2. Legislation, Standards and Codes of Practice

- The latest revisions or amendments of the listed codes and specifications are applicable to this contract:

Number	Title / Description	Revision	Remarks
Act 85 of 1993	Occupational Health and Safety (OHS Act)	Latest	Applicable
API Std. 619	Rotary-Type Compressors	Latest	Not Applicable
ASME B31.	Pressure Piping	Latest	Not Applicable
ASME I	Power Boilers	Latest	Not Applicable
ASME VIII	Rules for Construction of Pressure Vessels	Latest	Not Applicable
ASME V	NDT Specifications	Latest	Applicable
ASME IX	Qualifications Standards for Welding Specifications	Latest	Not Applicable

TEMA C	Construction of Heat Exchangers	Latest	Not Applicable
AWS D1.1	Structural Welding Code - Steel	Latest	Not Applicable
SABS 1431	Weldable Structural Steels	Latest	Not Applicable

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

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	No
EC1	Installation, Testing and Commissioning of Electrical Equipment	Latest	No
FC005	General Earth Works to Plant and Building	Latest	No
FD001	Design Criteria for Structures	Latest	No
FG001	General Requirements for Projects	Latest	No
FL001	Design & Fabrication Criteria for Ladders & Walkways	Latest	No
FM001	General Mechanical Specification	Latest	No
FM003	Welding of Fabricated Equipment	Latest	No
FM002	Rubber Lining of Vessels and Piping	Latest	No
FM003	Welding of Fabricate Equipment	Latest	No
FM432	Insulation of Vessels and Piping	Latest	No
FQ001	General Engineering Quality Requirements	Latest	No
FQ002	Non-Destructive Testing	Latest	No
FS001	Specification for the Fabrication & Erection of Structural Steel Work	Latest	No
FS002	Specification of Roof and Side Cladding	Latest	No
FV001	Requirements Vessels, Tanks and Heat Exchangers	Latest	No

GM5	Pipe Standards Including Auxiliary Equipment	Latest	No
GM6/COP9	Engineering Drawing and Document requirements	Latest	No
GQ1	Quality Control Procedure for Contractors	Latest	No
GS1	Structural Steelwork and Plate Work Fabrication and Erection	Latest	No
MC001	Corrosion Protection Color Coding	Latest	No
MC002	Scope of Corrosion Protection Richards Bay	Latest	No
MC004	General Plant Painting Specification Low Temperature	Latest	No
MC006	Repair/Touch-up of Damaged Steelwork	Latest	No
MC009	General Plant Protection High Corrosive Areas	Latest	No
MC010	Painting Tank Grillage	Latest	No
SS-000000-C-006	General specification for concrete construction	Latest	No
SS-000000-C-007	Concrete specification	Latest	No
SS-000000-C-012	Grouting	Latest	No
SS-000000-Q-001	General quality requirements	Latest	No
SS-000000-S-001	Fabrication and erection of structural steelwork	Latest	No
DD-000000-C-001	Civil design criteria	Latest	No
DD-000000-S-001	Structural design criteria	Latest	No

Where there is contradiction between the Foskor Specification and Legislation, Standards and Codes of Practice, Foskor specifications must take precedence. It is the responsibility of the Tenderer to highlight to Foskor the contradictions on the above.

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 Tenderer 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 Tenderer 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 purpose of this Scope of Works is for Surveying of stockpiles. Preference will be given if the supplier is based locally or can be able to meet the turnaround requirements.

C.5 Plant Data

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

C.6. Drawings and Technical Data

Not applicable.

C.6.1 Drawings and Technical Data

Not applicable.

C.7 Scope of Work**Tenderer's responsibility for the entire scope of work:**

- This contract will be valid for a period of **36 Months** from the awarding of the contract.
- Valid WCA certificate.
- Valid Medicals.
- Own PPE (Personal Protective Clothing & Equipment) – Foskor Approved.
- Full induction course at Foskor Security.
- Compliance with OHS Act and COP 6.
- Sign S 37(2) agreement with Foskor as per the OHS Act.
- Submit a SHE plans to the Safety Department for approval prior to site access.

- **Technical Requirements:**
- Professional Qualifications
- Supplier must be accredited with South African Council for professionals and technical surveyors or SAGC (All qualified Professional Surveyors, Technologist Surveyors, Technician Surveyors and GISc Practitioners must be registered with the South African Geomatics Council SAGC (previously PLATO)). Surveyors to submit all certifications for all staff to Foskor to ensure compliance with the required professional standards.

Foskor Responsibility

- Supply of diesel. Not applicable.
- Any rigging required. Not applicable.

C.7.1 Tender Deliverables

The following documentation shall be returned by all Tenders together with their offers:

- Company Profile (If supplier has not previously supplied similar product to Foskor Richards Bay)
- Reference Letter (Similar Contract Undertaken).
- Price including cost and delivery date

C.7.2 Site Conditions

The site is located on the Foskor (Pty) Ltd Richards Bay Plant, approximately 200 meters from the main entrance, at the section of the plant known as Sulphuric Acid 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.

Full Foskor approved acid-resistant PPE (personal protective equipment/clothing) must be always worn/used.

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

As it will be deemed that the prevailing conditions have been considered 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:

- Earth-moving equipment (front end loader, bulldozer and bobcat)
- Other unknown services (e.g., spillage drainage system etc.)

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)	N/A
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 should it deem necessary retract or re-define its approval by giving reasonable notice to the successful Tenderer	N/A
7	Provide access to ablutions facilities. (not changing rooms) - Successful Tenderer (Contractor)'s workers to be fully dressed in required PPE when coming on site. - Successful Tenderer ensures that its workers/ subcontractors/ suppliers 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 believe it be necessary. Cost associated with such cannot be claimed from Foskop (Pty) Ltd.	YES
8	Assist in issuing work clearances and HIRA certificates.	YES

7.3.2 Successful Tenderer (Contractor) Responsibilities

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

Note concerning the above:

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

C.7.4 Certification by Recognized Bodies

Not Applicable.

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

Not Applicable.

C.7.6 Nominated Sub-Tenderers

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

The following Sub-Tenderers are nominated:

Contractor	Concerning Works	Contact

C.7.7 Invoicing and Payment

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

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

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

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

C.7.8 Progress of Works

Not Applicable.

C.7.9 Penalty

Not Applicable.

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

Not Applicable.

C.7.10.2 Extension of Time for Completion

Not Applicable.

C.7.11 Cancellation of the Contract by Foskor (Pty) Ltd

If:

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

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

C.7.12 Urgent remedial work

Not Applicable.

C.8 Foskop Safety Documents to be submitted, Environmental and Site Management

C.8.1 SHREQ Requirements

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

- Compliance with COP6 (Contractor Management).
- Compliance and signing of Section 37(2) Agreement in terms of the OHS Act No.85 of 1993 at the Foskop (Pty) Ltd Safety Department.
- Compliance with Legislation requirements which include the OHS Act, NEMA (National Environment Management Act) and other relevant applicable Legislation.

* *Copy of requirements available from Foskop SHREQ Department.*

- A safety plan for the work to be done by the contractor.
- The contractor must appoint a qualified Safety Officer with at least a Diploma in Safety Management or SAMTRAC or both either on a full-time or part-time basis to conduct the following responsibilities:
 - conducts and submits audits monthly.
 - Conduct and submit inspections monthly.
 - Compile and submit a monthly safety report to the Safety Department.

- Perform safety talks and awareness training and submit evidence to FOSKOR.
- Visibility on Site.
- Conduct inspections on PPE and provide evidence to FOSKOR.
- Continuously update Safety File.
- A contractor submits a comprehensive task-based risk assessment that has acknowledged the FOSKOR baseline risk assessment and method statement.
- A contractor to appoint a full-time Supervisor to manage and supervise all the activities of his/her employer.
- All new work activities must have scope of work and be communicated to the Safety Department before starting with the work apart from emergency breakdowns.
- **All maintenance emergency work and consultants are exempted** from the above-mentioned safety requirements.

NB

A contractor that has been awarded work must register with **HSEC Online**, which is a contractor management system for FOSKOR Acid Division where all contractors are required to submit their safety files.

The above requirements are informed by previous incidents picked up during incident investigations and most industries apply this as best practice to reduce incidents to an acceptable level, especially with Lost Time Injury Frequency Rate (LTIFR). Therefore, it is the responsibility of Managers to enforce these safety changes in their areas of responsibility.

C.8.2 Environmental Management Specifications

Not Applicable.

C.9 OHS 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 people 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 competent Foskor 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 always wear Foskor minimum required PPE namely safety glasses, acid resistant overalls, safety harnesses (on heights), safety boots or steel cap gumboots, ear protection and gas masks (Half mask double filter – screw type with filter type A1B1E1K1 – North Safety Product or similar approved product) and goggles (Vex ultra vision – 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% Polyester 20% Viscose Rayon Acid repellent) with Company names either on front of jacket or back OR Blue North Safety Acid/Flame overall (Flame retardant acid resistant anti-static ATPV 15.4CAL/CM2) with company names either on front of jacket or back and fluorescent reflective strips to be stitched onto sleeves and on the knees.
- d. The Contractor shall demarcate the relevant work area. The Contractor shall supply and erect an appropriate name board with all relevant information and contact details at the work area.
- e. The job risk assessment shall be carried out at the start of each shift. This risk assessment shall cover all activities planned for the relevant shift. The risk assessment shall be submitted to Foskor (Pty) Ltd at the start of each day shift and each night shift.
- f. The Contractor must take safety precautions when working on site.
- g. The Contractor must remove all their equipment within 48 hours after project completion/closure.
- h. A complete safety file to be submitted to Foskor (Pty) Ltd Safety Department before any work commences.
- i. The Contractor's vehicle when entering the Plant must always have rotating orange lights on.
- j. The Contractor and their employees must undergo a full medical at either Foskor (Pty) Ltd's Clinic or Caradoc Richards Bay or their approved by Foskor (Pty) Ltd. A full lung function test must be done. If a project is longer than twelve months, then a complete medical including lung function tests must be done again and thereafter the lung function test. Medical certificates are valid for one year only. For medical costs and bookings please contact Sister Larna Pieterse at Foskor (Pty) Ltd Clinic on 035 902 3287.
- k. A once-off fee is also required for access cards from Foskor Security. Please contact Foskor (Pty) Ltd Security Reception at 035 902 3267 for information.
- l. No access to elevated platforms, roof and scaffolding will be allowed during rainy days.

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

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

As a mandatory the successful tenderer will be deemed to be the "principal contractor" and an employer in his/her/their own right with duties as prescribed in the Act and accordingly will be deemed to have agreed to be solely responsible for ensuring

that in connection with the service to which this tender document relates, all work will be performed in accordance with the Act.

It is further noted that: -

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

IMPORTANT NOTE

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

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

C.10. Applicable General Conditions of Contract

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

C.11. Quality Management

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

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. Not Applicable.

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

1. Priced Bill of Quantities.
2. Traceable records of similar work undertaken and references.
3. Surveying accreditation certificates.
4. Certifications for all staff.

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

Refer to the attached TEV

MANDATORY REQUIREMENTS				
Bid submission not meeting the mandatory requirements will result in the bid being disqualified.				
No.	Mandatory Requirement	Comments		
1	PLATO/SAGC Accreditation for surveying	Bidder must submit proof of accreditation Certificate.		
Evaluation Criteria (Technical)				
No.	Technical Criteria Description	% Contribution	Proof/Documents to be submitted	Notes
2	Reliability - Supplier reliability to complete the project safely in time, quality and budget			
a)	The supplier must own the 3D laser scanner or similar/better equipment can be accepted. Calibration of equipment. Scoring: Own equipment 25% no equipment 0%	25%	Provide proof of ownership. Calibration certificate to be provided.	
b)	Project team Team Leader (Certificate in Surveying / Diploma) Minimum years of experience 3 years) - Assistant (experience in surveying) Scoring: With qualification and experience 20%. with only qualification 10% and with only experience 10%. If you don't have both qualification and experience 0%	20%	Proof of valid qualification and CVs	
c)	Understanding of the project- The whole method statement should provide with clearer step by step and details of the method to be used for the stockpile surveying Scoring: Method provided 10% no method provided 0%	10%	Provide detailed method statement.	
3	Competence - Company experience			
a)	Company- Years in business of stockpile/quantity surveying. List the top five (5) similar/same contract awarded in the past five years. (a) Brief description of the contract type. (b) Address/site of the contract. (c) Name and telephone/cell number of clear contact person. Scoring: More than 5 years experience 45%, 4 to 3 years of experience - 20% less than 3 years - 0%	45%	Reference letter from the companies indicating the similar type of work done and the dates or duration of the contract. Letter must be done by the referring company.	
Total Technical Score:		100%		
Note: 70% score will be required in-order to be consider for this tender.				

Bill Of Quantities

No.	Description	UoM	Frequency	Total Number of Surveys in 3 years	Price
1	Rock	Survey	Monthly/Weekly	156,00	
2	Sulphur	Survey	Monthly	36,00	
3	MAP	Survey	Monthly	36,00	
Price Excl. VAT					
VAT 15%					
Price Incl. VAT					



Signed with Impression - Chain of Custody



Signature Request

Signature Request ID:	6063e5c1-58c5-40d2-ad17-5b893b68ef5f	Timestamp:	2025-01-31 08:31:57 GMT
Signee Name:	Charles Mavuso	Sender Name:	Nduduzo Ntuli
Request Type:	WebSigning	Request Status:	WEBVIEWER SIGNED

Original Document

Document Name:	SOW FOR SURVEYING OF PRODUCTS.pdf	Document Size:	867.2 KB
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Email Evidence

Signee Email:	charlesmav@foskor.co.za	Email Subject:	A document from Nduduzo Ntuli is ready for signature
Email Sent Timestamp:	2025-01-31T08:24:49.756195	Email Opened Timestamp:	Not available in Silent Mode

Web Evidence

Signee IP Address:	41.116.139.137	Request Timestamp:	2025-01-31 08:30:32 GMT
Signee GPS (if shared):	ZA: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/132.0.0.0 Safari/537.36 Edg/132.0.0.0	Terms Accepted Timestamp:	2025-01-31 08:30:41 GMT

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Signature Count:	1	Form Fields Filled Count:	0
Text Annotation Count:	1	Initial All Pages Count:	0
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Signee Mobile:	+270000000000	Sign Type:	WebSigning
Security Challenge:	NONE	Part of Workflow:	6f62bd15-4ec7-4221-8622-e0c10eec1262

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