

## ROOF REPAIRS FOR MAP PRODUCT STORE AND ROCK STORE

Tender no: FTP /24/MN

Cost Code: PC3013504.1195.75100

Revision<sup>1</sup>: 1 see legend at bottom of page

Revised date: 01/02/2024


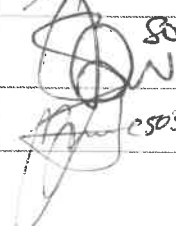

NAME	TITLE	Empl. no	SIGNATURE	DATE
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### COMPILED - RECOMMENDATION




Sandile Myeni	Project Supervisor	501182		01/02/2024
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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.

Sbu Magwaza	Materials Handling Superintendent	500059	 500059	05/02/2024
Sibusiso Kheswa	Dry Division Maintenance Engineer	503560	 503560	01/02/2024
Vitus Nzimande	Project Engineer	503852	 503852	05/02/2024
Comments:				

### APPROVAL TO PROCEED

Blessing Mbuyazi	Manager Projects	504427	 504427	06/02/2024
Fortune Njobe	Senior Manager Maintenance Dry Division and E&I	31780	 31780	06/02/2024
Charles Mavuso	Senior Manager SHREQ	504668	 504668	05/02/2024
Comments:				

<sup>1</sup> Revision Legend:

0.n = Draft,

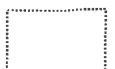
1= Final version

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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## Definitions:

For the purpose of this document the following definitions/abbreviations will apply: ~

**Foskop -** - Shall only mean and refer to Foskop (Pty) Ltd.

**Tenderer -** - Shall mean a business company, organization or person who undertakes to conduct such work as described in the Scope of Work section of this document and as submitted by means of return Tender.

**Contractor -** - Shall mean a business company, organization or person who undertake to conduct such works as described in the Scope of Work section of this document. Unless otherwise specified, the Tenderer and the Contractor will be deemed to be one and the same.

**He/His/Himself -** - Shall also refer to the opposite gender as well or a company of individuals or combination of persons of different genders as applicable to the Tenderer.



## 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 **Roof repairs for MAP product store and rock store.**

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	Category Buyer
For the attention of	Mphumeleli Ngqulunga
Telephone	035 902 3115
Fax	035 797 3941
Cell no	
Email	phumen@foskor.co.za

### A.2 Return of Tender Documents

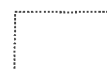
A.2.1 One copy of this document, duly completed and signed by the Tenderer, shall be delivered in a plain sealed envelope, distinctly marked as follows:

<b>TENDER</b>		
Tender No.	FTP /24/MN	<b>The Manager Procurement</b>
Contract Title:	<b>Roof Repairs for MAP Product Store and Rock Store</b>	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** on the closing date

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

- In case of Tenderers not being local, and not being in a position to hand deliver tender documents to the above-mentioned location, Tenderers may use an approved document courier for the purpose of delivering the tender document to Foskor (Pty) Ltd. This would be subject to auditable proof of dispatch from the Courier Company (including time and date of dispatch).



- Such proof shall be faxed and confirmed as addressed to **Divisional Lead Procurement 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 **Divisional Lead Procurement**.

## 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.

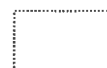
- A.4.2 The Sections of this document shall not be separated in any way, nor shall any pages be detached therefrom.
- A.4.3 The Tenderers submission is to include all Financial and Contractual detail and be signed (by authorized person) and/or company-stamped together with tender submission.
- A.4.3.1 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:
- Communicate to any person<sup>1</sup> 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.
  - Enter into any agreement or arrangement with any third party that shall disqualify from or that Foskor shall refrain from using.
  - 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, especially the notice published in the Government Gazette of 2<sup>nd</sup> May 1986 or contrary to the Harmful Business Practices Act 71 of 1988.



## 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	
<b>1.0</b>	<b>SUB TOTALS:</b>				
1.00	P&G				A1
1.01	Product Store Sheeting				A2
1.02	Rock Store Sheeting				A3
	<b>Sub Totals Sum (Excluding VAT)</b>				A4
2.0	<b>Add: VAT</b>	15%			D
<b>3.0</b>	<b>Total Tender Sum (Including VAT)</b>				A5

**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.

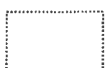
Amount In Words:

Signed at .....on.....

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

.....  
Company Stamp

Foskor Official



## 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)

**3 Weeks from order date**

**Snagging/Modification List Date**

**After Inspection**

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

**9 Months**

**Defects Liability Period Applicable** (Start from Project handover)

**After Project Handover**

**Retention Payment:**

**12 months from Project Completion & Handover (Refer B1.4)**

### TO BE SUBMITTED WITH THIS TENDER

The Tenderer shall submit with this Tender:

- 1 Initial programme (Bar Chart/Gantt Chart)
- 2 Milestones; and
- 3 Indicative Cash Flow / Invoicing
- 4 Record of experience, Purchase order and completion certificate
- 5 CIDB Grading of 5GB

### OTHER IMPORTANT NOTES

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

## B.2.1 Project Completion and Handover; Retention

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

## B.2.2 Initial 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.

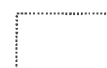
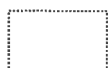
After the contract agreement is accepted (by signature of an agreement or acceptance of a Purchase Order) the dates shall be fixed and shall be applicable to the penalty clause as per agreement.

**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.

WBS ref	MILESTONES	To be Completed on



## B.3 Schedule of Key Personnel on the Project

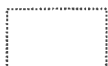
The Tenderer shall:

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 temporarily 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				
Quality Assurance and Control				
Document Control and Accounts				
Safety Officer				

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

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



#### B.4 Schedule of Similar Contracts Undertaken

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

## 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 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 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 design representative.

Item No.	Category	Rate per Hour in Rands		
		Normal	Overtime	Sundays and PPH



## 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."

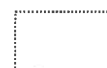
The rates for Equipment detailed below shall include all overheads, profits, and maintenance and running costs including the provision of drivers/operators where necessary.

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.

Item	Description	Rate/hr	Rate/Day	Standing Time/Hour



## 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 us 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

The Product Store and Rock Store are currently covered with Nutec Fibre Cement Sheeting with the Product Store completed in 2011 and the Rock store completed in 2008. After a life span of over 10 years degradation has gradually taken place on the sheeting due to our harsh environmental conditions.

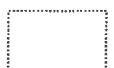
Some sheeting degradation has resulted in roof sheets having openings in certain areas. These openings result in the Product Store and Rock Store being exposed to atmospheric conditions like rain, wind and environmental impurities.

A roof assessment was carried out by an external expert and all damaged sheets were identified and a report comprising of a priced bill of quantities submitted. The damaged roof sheeting requires replacement with Nutec Fibre Cement sheeting.

### 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
S28 NEMA (1998)	Duty and care of environmental degradation	Latest
AWS D1.1	Structural Steelwork	Latest
ASMW V	NDT Procedures	Latest
ASME IX	Welder and weld procedure qualifications	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	Yes
FM003	Welding of Fabricated Equipment	Latest	Yes
FQ001	General Engineering Quality Requirements	Latest	Yes
FS 001	Specification for the Fabrication & Erection of Structural Steel Work	Latest	Yes
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	Yes
MC001	Corrosion Protection Colour Coding	Latest	Yes
MC004	General Plant Painting Specification Low Temperature	Latest	Yes
MC006	Repair/Touch-up of Damaged Steelwork	Latest	Yes
MC009	General Plant Protection High Corrosive Areas	Latest	Yes
SS-000000-C-006	General specification for concrete construction	Latest	
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	Yes
DD-000000-C-001	Civil design criteria	Latest	
DD-000000-S-001	Structural design criteria	Latest	

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 Tenderer is to repair Product store and Rock store by replacing damaged structural steel and sheeting. The requirements are listed below but the Tenderer will not be limited to the list supplied herein.

- Supply and Install steelwork and sheeting including associated ancillaries.
- Material Specifications.
- Labour;
- Tools;
- Consumables
- Transport
- Time schedule
- Cost Schedule

The Contractor will be responsible for management of Fabrication Quality Assurance and quality control. Data Pack to be fully inclusive of signed quality inspection checklists and certificates required. (refer C.12.1)

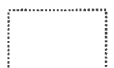
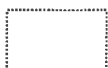
The Contractor shall ensure conformance with technical specifications and drawings.

All detailed designs and specifications are to be approved prior to final acceptance by Foskor (Pty) Ltd Engineer.

All documents shall be in English.

Hard copy Manuals and data books shall be on arch lever file and electronic copies on a memory stick.

In areas where the contractor will be construction detail drawings for Engineer comments/approval, the drawings shall be in AutoCAD format



## 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

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
81/11/06	General Arrangement of Product Store	Rev B
7071 - 102-407-M024	General arrangement of Rock store	N/A

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 with.



Foskor Official



**C.7 Scope of Work - General**

The scope of work includes for the following:

The Contractor scope of supply is as per the complete Bill of Quantities as submitted, which includes but not limited to: Structural Steel Repairs, Painting, and Sheeting, etc. Supply of any equipment or material which the contractor deems necessary (which was not in the BOQ) needs to be approved by Foskor Engineer.

All specialized equipment/material shall be installed as per the manufacturer's manual. Any deviations from Manufacturer recommendations must be suitably justified.

All completed work will be inspected and approved by Foskor. Any Activity/document that has Hold point interval and requires Foskor (Pty) Ltd approval; must be approved by Foskor before proceeding to the next stage.

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

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 Contractor will conform with the requirements of the Occupation Health and Safety Act, Act 85 of 1993 and latest amendments in terms while executing this project.

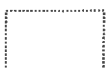
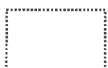
**C.7.1 Scope of Work - Extent**

The Contractor understands and shall fully satisfy the scope of required services, as described in the tender **FTP /24/MN** handed out at the site inspection held on (date) \_\_\_\_\_, which is generalized as follows:

- Remove damaged nutec fiber cement sheeting.
- Inspect the condition of the existing steelwork.
- Submit a report of all steelworks that require replacement to Foskor for approval.
- Replace damaged steelwork.
- Paint existing steelwork conforming with MC006 specification.
- Paint new steelwork as per applicable corrosion protection, MC004 specification.
- Install new Nutec Fiber Cement Sheeting.
- Monitoring at milestone points, if deemed as necessary, to be agreed with Foskor (Pty) Ltd.

**C.7.1.1 Sheeting**

- a) Carefully remove all damaged Nutec sheeting from the roof, side cladding, ridge capping, louvres, ventilators and flashings (bargeboards). All Nutec sheeting removed must be placed in bins supplied by Foskor (Pty) Ltd for resale to a contracted waste company appointed by Foskor (Pty) Ltd.
- b) **A safety net must be used when working (at heights) on the roof including catch sheet for falling objects. No contamination of the product or equipment is allowed whatsoever therefore a (fine-mesh) catch sheet must be used.**



- c) Install Nutec Big Six fiber cement sheeting, ridge capping, ridge ventilators, louvers, flashings (bargeboards etc.), and cladding as per the manufacturer's installation specification.
- d) Carefully remove damaged translucent sheeting where applicable and place in skips supplied by Foskor (Pty) Ltd.
- e) Supply and install new translucent sheeting at intervals to be discussed during installation. Translucent sheeting profiles to suit Nutec big six fiber cement sheeting material.
- f) Foskor to supply scaffolding upon request.
- g) Due to working in a dusty area, the correct PPE must be used during these activities.
- h) All installation methods and procedures are to be done as per Foskor (Pty) Ltd and the Manufacturer's manual. The manufacture shall comply with ISO9002 (Quality Management System). Where conflicting specifications may arise, the most stringent shall take precedence, upon approval of the designated Foskor (Pty) Ltd Engineer.
- i) The removal and installation of sheeting and cladding will be done in portions due to the Product store and Rock store being always used and to prevent rain from causing damage to equipment. Each portion worked on must be done in such a manner that at the end of everyday whatever cannot be completed must be covered to prevent equipment damage. The Contractor must make provision in the tender for tarpaulins or any other approved means to close the open area before end of shift on daily basis. No work will be done on heights during rainy days and heavy winds.
- j) All Nutec Big Six fiber cement sheeting to have a batch certificate / date of manufacture stamp. These are to be duly recorded and presented to Foskor as part of the final data-pack.
- k) Contractor to make a provision for rope access personnel and only competent personnel may be used for the project.
- l) All hook bolts to be 304L stainless steel and a material certificate to be supplied and filed in the final data pack.
- m) The Contractor must make an allowance for inclement weather per month for the duration of the project and be submitted in writing in the tender document.
- n) The Contractor must make an allowance for price escalations for the duration of the project.

## C.7.1.2 Steelwork

- a) Allow for the removal of the existing corroded or damaged lipped channels, sag angles, beams, bolts, nuts and gusset plates.
- b) When replacing support beams on the structure, extra precautions must be taken and temporary steel supports have to be installed before the existing supports are removed. The temporary supports can be removed once the replacement supports are installed. A separate work methodology and safety plan will be required when replacing support beams. **The temporary support beams installed must have an approved drawing and approval certificate by a Professional Engineer where applicable, this is the Contractor's responsibility.** All drawing to have a Foskor (Pty) Ltd border, this is obtainable on request from Foskor (Pty) Ltd Drawing Office.
- c) Supply and install mild steel painted lipped channels, sag angles and gusset plates including touch up paint. All bolts replaced to be of CLASS 8.8 tensile strength.
- d) All new steelwork to be S355JR mild steel.
- e) All foundation bolts replacement if applicable to be as per existing diameter, nuts, washers and foundation bolts to be 316L stainless steel.
- f) Contractor to make allowance for lifting equipment where required, Foskor to supply scaffolding.
- g) Competent rope access personnel can be used for this project.



- h) **A safety net must be used when working on top of the roof including a catch sheet for falling objects. No objects are to fall below the working area of the roof and therefore a catch sheet must be used.**
- i) The Stores must not get contaminated with any debris.
- j) No sandblasting will be done on the Store/Shed structure. Sandblasting of new steelwork must be done in a designated area, away from the Store/Shed.
- k) Prior to the installation of sheeting, steel work shall be cleaned by means of solvent wiping, wire brushing and painted.
- l) All painting material to have batch certificates.
- m) **De-scaling of steel members:**
  - Areas where there is a high degree of existing paint and little rusting and scaling, mechanical or power tool wire brushing, sandpapering or flapper disc shall be used.
  - Areas where there is NO or very little paint with high degree of rusting and scaling, mechanical or power tool wire brushing, sandpapering, needle scaling, flapper disc or chisel chipping hammers shall be used.
  - It is the Contractors responsibility to ensure that all areas are de-scaled and cleaned sufficiently (down to un-corroded steel) as per specification before painting commences.
  - Ensure that de-scaling does not contaminate the Product store or Rock store floor and equipment below.
- n) Bins will be provided by Foskor (Pty) Ltd for empty paint tins and disposed offsite by Foskor (Pty) Ltd. Contractor to place empty paint tins in bins.
- o) All damaged steelwork will be disposed off by Foskor (Pty) Ltd. Foskor representative to be informed when disposal of steelwork is to be done. All damaged steelwork must be cut to not longer than 2m pieces and placed into bins provided by Foskor (Pty) Ltd.
- p) All steelwork, bolts and nuts replaced must be recorded on a spreadsheet and issued to Foskor (Pty) Ltd representative.
- q) All steelwork repairs will be done with the AWS D1.1 being the governing code.

**N.B.** The painting area is an estimate derived from making allowance for painting of all new and existing steelwork on the structure including lipped channels, sag angles, plates and cross braces, etc. Upon removing the sheeting and cladding a better decision can be made with regards to the extent of repairing and painting of the steel members.

## C.7.1.3 Painting System:

### Painting of New Steel (MC004)

- a) Grit blast to SA2.5 to obtain a blast profile of 40 to 60 micron in accordance with ISO 8501-1.
- b) Apply one coat of Sigmacover 280, data bulletin 7414 to a WFT of 132 microns or a DFT of 75 microns.
- c) Apply by brush application Sigmaguard 730, data bulletin 7459 to all seam welds, edges, corners, fasteners, bolt bores, bolts and nuts to a WFT of 132 micron or a DFT of 75 microns.
- d) Apply two coats of Sigmaguard 730, data bulletin 7459 to a WFT of 180 micron or a DFT of 125 microns on each coat.
- e) The total DFT must be 325 microns.



Painting of Existing Steel (MC006)

Surface preparation as per C.8.1.1 (a) above.

- a) Apply one coat of Sigmacover 280, data bulletin 7414 to a WFT of 132 microns or a DFT of 75 microns.
- b) Apply by brush application Sigmaguard 730, data bulletin 7459 to all seam welds, edges, corners, fasteners, bolt holes, bolts and nuts to a WFT of 132 micron or a DFT of 75 microns.
- c) Apply two coats of Sigmaguard 730, data bulletin 7459 to a WFT of 180 micron or a DFT of 125 microns on each coat.
- d) The total DFT must be 325 micron.

1. Until otherwise notified, Foskor (Pty) Ltd have designated Mr. Sandile Myeni (Project Supervisor) and Mr. Viren Ramlakan (Project Engineer) to act as our representative, and they are authorized to give instructions and to provide information \* you on our behalf.
2. We prefer that you submit contact details for a designated 'point of contact' person who will be authorized to receive information and act on your behalf.
3. Foskor's Health & Safety Representative will deal with all matters relating to the Health & Safety specifications and Construction Regulations relating to this assignment.
4. A pre-requisite of this contract is that you confirm that you carry the necessary professional/construction indemnity insurance cover to the extent of the liabilities contemplated.
5. The Tenderer should determine the work methodology and approach, however, it is imperative that the outcome of the work meets all the criteria.

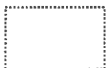
**C.7.2 Site Conditions**

The site is located on the Foskor (Pty) Ltd Richards Bay Plant, approximately 150 meters from the main entrance, at the section of the plant known as the Product and Rock store. 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 will take priority for containing of these and returning to a safe working condition.

It would be imperative for the successful Tenderer to liaise with the Foskor (Pty) Ltd's Designate to ensure safety whenever site access is required.

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



Be cautious of personnel, machines and overhead crane working in the area at all times.

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

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

The following services exist on the site:

- Water and air pipes.
- Electrical cables and racking.

### 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. <ul style="list-style-type: none"> <li>▪ Any connection and consumption will be monitored by Tenderer and verified by Foskor on defined intervals (usually at the beginning and end of contract)</li> </ul>	YES
5	Provide access to potable water. <ul style="list-style-type: none"> <li>▪ 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</li> </ul>	YES
6	Provide a suitable area for site establishment for Successful Tenderer (Contractor). <ul style="list-style-type: none"> <li>▪ Successful Tenderer to formally in writing motivate, request and define the area and services it deems necessary for site establishment.</li> <li>▪ 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</li> </ul>	ON REQUEST
7	Provide access to ablutions facilities. (not change rooms) <ul style="list-style-type: none"> <li>▪ Successful Tenderer (Contractor)'s workers to be fully dressed in required PPE when coming on site.</li> <li>▪ The successful Tenderer to ensure that its workers/subcontractors/ suppliers that are making use of facilities, do so in an orderly and well-mannered way.</li> <li>▪ Successful Tenderer is not allowed to make use of Foskor's change room or tearoom facilities unless agreed to in writing.</li> <li>▪ 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.</li> </ul>	YES
8	Assist in issuing of work clearances and HIRA certificates.	YES



## 2. Successful Tenderer (Contractor) Responsibilities

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

Note that concerning above:

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

### C.7.4 Certification by Recognized Bodies

Only Tenderers registered with the relevant Board (e.g., 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
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## 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
- Detail description of work done to date
- Value of the current claim and work done (excl. VAT)
- VAT charged.

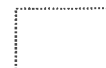
## C.7.8 Standing Time

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

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

## C.7.11 Claims: Extension of Time for Completion, Additional Payments or Compensation

### C.7.11.1 Claims Procedure

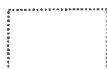
The following provisions shall apply:

- i. Claims are to be submitted in writing within **7 days** after the circumstances, event, act or omission giving rise to such claim has arisen or occurred to the Foskop (Pty) Ltd Project Representative
- ii. Submit **written notice** to the Foskop (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 be making 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 Foskop (Pty) Ltd Project Representative in writing of his intention to make the claim and comply with such requirements as he reasonable can.
  - b. Deliver additional information in writing that is reasonably required by Foskop (Pty) Ltd; and
  - c. Comply as soon as practical with such requirements as described above in this clause, within the time agreed to by the Foskop (Pty) Ltd Project Representative.
- iv. In the event of failure to comply with any of the provisions, the claim would not be accommodated and Foskop (Pty) Ltd would be discharged of all liability in connection with the claim.

### 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 Foskop (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
  - (v) is not executing the Works in accordance with the Contract, or
  - (vi) has, without the approval of the Foskor (Pty) Ltd Project Representative, subcontracted any part of the Contract, or
  - (vii) 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,
  - (viii) has failed to provide the Surety ship, Professional Indemnity within the time stipulated and for 14 days after receiving a written notice from the Foskor (Pty) Ltd Project Representative, referring specifically to the default concerned and to this Clause, failed to remedy the default,

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

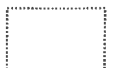
**C.7.13 Urgent remedial work**

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

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



Foskor Official



**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 OHS Act at the Foskor (Pty) Ltd Safety Department.
- Submission of a SHE Plan for approval to the Safety Department prior to commencement of work on site.
- Compliance with Legislation requirements which includes the OHS Act, NEMA (National Environment Management Act) and other relevant applicable Legislation.

\* *Copy of requirements available from Foskor SHREQ Department.*

**C.8.2 Environmental Management Specifications**

To ensure that the construction works is designed for an environmentally sensitive area, strict compliance to the Environmental Management Plan (EMP) guidelines is required.

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 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 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.
- c. **Overalls must be Blue Sweet Orr (80% Polyester 20% Viscose Rayon Acid repellent) or Blue North Safety Acid/Flame retardant (Flame retardant acid resistant anti-static ATPV 15.4CAL/CM2) with Company names either on front or back of jacket. Yellow fluorescent reflective strips to be stitched onto sleeves and on the knees.**
  - d. The Contractor shall demarcate the relevant work area. The Contractor shall supply and erect an appropriate name board with all relevant information and contact details at the work area.
  - e. The job risk assessment shall be carried out at the start of each shift. This risk assessment shall cover all activities planned for the relevant shift. The risk assessment shall be submitted to Foskor (Pty) Ltd at the start of each day shift and each night shift.
  - f. The Contractor must take safety precautions when working on site.
  - g. The Contractor must remove all their equipment within 48 hours after project completion/closure.
  - h. A complete safety file to be submitted to Foskor (Pty) Ltd Safety Department before any work commences.
  - i. The Contractor's vehicle when entering the Plant must have rotating orange lights on at all times.
  - j. **The Contractor and their employees must undergo a full medical at a recognized Occupational Health Clinic. A full lung function test must be done. Due to the nature of the job and exposure to dust, additional lung function tests must be done every two months. If the project is longer than twelve months, then a complete medical including lung function tests must be done again and thereafter the additional lung function test every two months will apply again. Medical certificates are valid for one year only.**
  - 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.
  - m. **Due to the length of the project, if over 12 months, it is required of the Contractor to show proof of retraining staff working on heights including rope access personnel every six months.**

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

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

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

It is further noted that: -

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

#### IMPORTANT NOTE

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



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

**C.10. Applicable General Conditions of Contract**

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

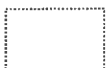
**C.11. Quality Management**

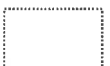
The successful Tenderer is to adhere to Foskor (Pty) Ltd's Quality Management System and specifications incorporated in this Tender Document.

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

**C.12.1 Quality Control:**

- i. A detailed QCP (Quality Control Plan) shall be submitted within 3 days of the contract award.
- ii. The quality of work must be always monitored and controlled at a high level. The Contractor shall show proof of this by providing and maintaining a Quality Manufacturing Data-pack (QMD). The QMD file may contain work **Method Statements, clearances, daily site diaries, material certificates, DFT (Dry Film Thickness) tests, AIA (Approved Inspection Authority) certifications, weld certificates, Welder certifications, weld-rod batch no's and product codes, concessions granted, design drawings and "As-Built" drawings, design deviations/notes/drawings and manufacturing specifications.**
- iii. At each hold and witness point all work shall be suspended until the specified inspection has been completed and the QCP updated and signed accordingly by 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.
- vi. If Foskor did not approve the quality of work being produced, the Contractor will have to redo work to a standard that is acceptable to Foskor (Pty) Limited. This will be for the Contractor's account. Foskor (Pty) Ltd will not entertain any claims arising from this.



**Section D – DRAWINGS (All drawings attached as listed in this document)****Section E****- BOQ attached****- Technical Evaluation Criteria attached**





Item	Description	Unit	Qty	SUPPLY		INSTALL		TOTAL
				Rate	Amount	Rate	Amount	
	These Provisional Bill of quantities have been measured in accordance with Sixth Edition of the Standard System of Measuring Builder's Work. Where discrepancies arise the relevant party must be informed immediately.							
	This document is to be filled in completely and all supporting documentation requested is to be submitted. Failure to adhere to these instructions by the Tenderer may result in a disqualification.							
	NB: The items in the Bill are not in sequential order and by no means includes all events on the scope of works, but is rather items based. All dimensional descriptions are to be treated as approximate. It is the responsibility of the contractor to prioritize the events in sequential order on his program and to ensure that all scope of work requirements is accounted for on this bill before submitting the tender.							
	Section No. 1 : Preliminary and general							
1	Fixed charge related preliminary and general							
1a	Safety induction	Hr	1		R0.00		R0.00	R0.00
1b	Medical Examination	Ea			R0.00		R0.00	R0.00
1c	Access Card	Ea			R0.00		R0.00	R0.00
1d	Safety equipment and PPE	Sum			R0.00		R0.00	R0.00
1e	Site establishment	Wk			R0.00		R0.00	R0.00
1f	Retrain staff working on heights every six months intervals for duration of project	Ea			R0.00		R0.00	R0.00
1g	Transport	Wk			R0.00		R0.00	R0.00
1h	Shade cloth, safety nets, plastic, life lines, tarpaulins	LS	1		R0.00		R0.00	R0.00
1i	Roof covering/Rain protection	LS	1		R0.00		R0.00	R0.00
1j	Allowance for rope access Technicians (Provisional)	Wk			R0.00		R0.00	R0.00
1k	Internal Roof Protection	Sum	1		R0.00		R0.00	R0.00
2	Time related preliminary and general							
2a	Project Manager	Wk			R0.00		R0.00	R0.00
2b	Supervision for duration of construction	Wk			R0.00		R0.00	R0.00
2c	Safety Officer for duration of construction	Wk			R0.00		R0.00	R0.00
	Total of Bill No.1 excluding VAT carried to Final Summary							R0.00
	Section No. 2 : MAP product store							
1	Remove existing damaged Nutech corrugated roof sheets	m²	5460		R0.00		R0.00	R0.00
	Supply & install Nutech Victorian sheets to suit existing roof covering with pitch more than 15 degrees, in transportable 2.4m length by 0.9 m width or to suit existing sheet lengths and profile to be fixed to metal purlins. (Coastal Area Requirements)							
2		m²	5460		R0.00		R0.00	R0.00
3	External Close Fit Adjustable Ridge	m	390		R0.00		R0.00	R0.00
4	Hurricane clip between truss and wind bracing (Provisional)	no.	19448		R0.00		R0.00	R0.00
5	Wafertek Screws to fix clips for Steel Purlins	lot			R0.00		R0.00	R0.00
6	Raplacement of corroded steel (Provisional)	Kg			R0.00		R0.00	R0.00
	Total of Bill No. 2 excluding VAT carried to Final Summary							R0.00



Item	Description	Unit	Qty	SUPPLY		INSTALL		TOTAL
				Rate	Amount	Rate	Amount	
<b>Section No. 3 : Rock store</b>								
1	Remove existing damaged Nutech corrugated roof sheets	m²	2489		R0.00		R0.00	R0.00
2	Supply & install Nutech Victorian sheets to suit existing roof covering with pitch more than 15 degrees, in transportable 2.4m length by 0.9 m width or to suit existing sheet lengths and profile to be fixed to metal purlins. (Coastal Area Requirements)	m²	2738		R0.00		R0.00	R0.00
3	External Close Fit Adjustable Ridge	m	390		R0.00		R0.00	R0.00
4	Hurricane clip between truss and wind bracing (Provisional)	no.	12967		R0.00		R0.00	R0.00
5	Wafertek Screws to fix clips for Steel Purlins	lot			R0.00		R0.00	R0.00
6	Raplacement of corroded steel (Provisional)	Kg			R0.00		R0.00	R0.00
<b>Total of Bill No. 3 excluding VAT carried to Final Summary</b>								<b>R0.00</b>
<b>Section No. 4 : Corrossion protection</b>								
<b>Corrossion protection for new steel</b>								
1	Grit blast all new steel to SA 2.5	m²	20		R0.00		R0.00	R0.00
2	Apply one complete coat of Sigmaprime 200 (Data Bulletin 7416) with DFT of 75µm	m²	20		R0.00		R0.00	R0.00
3	Apply by brush application a stripe coat of Sigmaguard 730 (Data Bulletin 7459) to all edges, corners, boltholes, bolts, nuts, fasteners and weld seams	m²	20		R0.00		R0.00	R0.00
4	Apply two coats of Sigmaguard 730 (Data Bulletin 7459) with DFT of 250µm	m²	20		R0.00		R0.00	R0.00
<b>Corrossion protection for existing steel.</b>								
1	Remove all oil and grease by solvent wiping on working area with detergent solution and rinsing with clean potable water prior to any additional preparation <b>(This will only apply where applicable and will not necessarily include the entire quantity)</b>	m²	40		R0.00		R0.00	R0.00
2	Remove all existing loose rust , rust scales and loose or flaking paint by scraping with flat scrapers followed by wire brushing or power brushing etc. of rusty areas as per ISO 8501 Grade ST-3 followed by sand papering the existing paint with medium (80) sand paper to feather sharp edges , remove chalking and provide a key.	m²	40		R0.00		R0.00	R0.00
3	Apply one coat of spot primer of Sigmaprime 200 (Data Bulletin 7416) by overlapping the existing paint coating by 75mm minimum and shall be uniformly feathered into the existing coating. The DFT shall be 75µm.	m²	40		R0.00		R0.00	R0.00
4	Apply by brush application one stripe coat of Sigmaguard 730 (Data Bulletin 7459) to all edges , corners , boltholes , bolts , nuts and fasteners and weld seams.	m²	40		R0.00		R0.00	R0.00
5	Apply two coats of Sigmaguard 730 (Data Bulletin 7459) DFT shall be 250µm.	m²	40		R0.00		R0.00	R0.00
<b>Total of Bill No. 4 excluding VAT carried to Final Summary</b>								<b>R0.00</b>
<b>FINAL SUMMARY</b>								
Section No.1 - Preliminaries & General								R0.00
Section No.2 - MAP Product store								R0.00
Section No.3 - Rock store								R0.00
Section No.4 - Corrossion protection								R0.00
<b>Total tender amount excluding VAT carried to form of tender</b>								<b>R0.00</b>

