

837 TANK RUBBER AND BRICKS REFURBISHMENT

Bid no:

Cost Code:

Revision: 3

Revised date: 07 July 2026

NAME	TITLE	Empl. No	SIGNATURE	DATE
COMPILED - RECOMMENDATION				
Sandile Mkhize	Maintenance G.I.T.	505461		17/07/2026
APPROVAL TO PROCEED				
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Section A: INVITE AND BID INSTRUCTIONS

A.1 Invitation to bidders.

A.1.1 Bidders are invited to submit a bid in accordance with this Bid Document.

The Works consists of the **refurbishment of rubber and carbon bricks inside 837 tank.**

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

The Contract Works Forms of Bid 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 bidding, any queries and/or doubts within the scope, specifications or drawings shall be referred to:

Designation

Buyer: Bids and Contracts

For the attention of

Mphumeleli Ngqulunga

Telephone

035 902 3115

Fax

Cell no

Email

PhumeN@foskor.co.za

A.2 Return of Bid Documents

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

BID

Bid No.

Contract Title: **837 TANK RUBBER AND BRICKS
REFURBISHMENT**

Closing Date & Time:

The Manager Procurement
FOSKOR LIMITED
21 John Ross Parkway
Richards Bay
3900

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

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

- In case Bidders not being local, and not being able to hand deliver bid documents to the above-mentioned location, Bidders may use an approved document courier for the purpose of delivering the bid document to Foskop (Pty) Ltd. This would be subject to auditable proof of dispatch from the Courier Company (including time and date of dispatch).
- Such proof shall be faxed and confirmed as addressed to Superintendent: Bids and Contracts, FOSKOR (PTY) LTD, 21 John Ross Parkway, Richards Bay, facsimile number as indicated under item A.1.3 before the closing time and date of the bid.
- Foskop shall take no responsibility for lost courier documents – prior to opening of bids - and onus rests on Bidders to keep duplicate of Bid 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 - (BID BOX)
21 John Ross Parkway
Richards Bay
3900

- A.2.4 Bids 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 Bidders did not submit a bid or if his bid was unsuccessful, the Bidders shall return the Enquiry Document and Drawings within **14 days** to the **Superintendent: Bids and Contracts**

A.3 Site Inspection (Mandatory)

A mandatory official Site inspection shall be held at the **Foskop, Richards Bay** site in order for the Bidders to fully acquaint him or herself 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).

Failure to attend the mandatory site inspection will result in a bid disqualification

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

Yes

Yes

Yes

Yes

Hearing protection

Yes

Gloves

Yes

Gas respirator

Yes

IMPORTANT

- Please note that a Safety Induction is **MANDATORY** and all Bidders to allow for at least **30 minutes** before the Site Meeting starts to complete the induction.

A.4 Examination and Completion of Documents

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

Bid 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 Bidders submission is to include all Financial and Contractual details and be signed (by authorized person) and/or company-stamped together with bid submission.
- A.4.3.1 Cost Breakdown of the Works as per the Cost Schedule
- 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 Similar Contracts Undertaken

A.5 Contract Documents Priority

The eventual Contract shall comprise the documents as stated in this bid document, your Bid 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 Bidders

- A.6.1 Should the Bidders propose any departures or modifications from the Conditions of Contract, Specifications, or to qualify his bid in any way, he/she shall set out his/her proposals clearly in the covering letter attached to this Bid with reference to the particular section of the document, failing which the bid 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 Bidders shall include in respect of each proposed alteration the following:
- a) Reason for proposed exception.
 - b) Suggested re-wording.
 - c) Any effect on the bid 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 Bid 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 Bid. Such adjustments made by Foskor (Pty) Ltd will be communicated to the Bidders prior to the acceptance of his Bid.
- A.7.2 The Bidders (whether his Bid is accepted or not) shall treat the details of the Bid 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 Bid it may receive, nor to assign a reason for the rejection or acceptance of any Bid, and Foskor (Pty) Ltd has the right, after Bids are opened, and before a Contract is awarded, to enter into negotiations and discussions with one or more Bidders short-listed on a price, programmed or technical basis, with a view to the clarification, improvement or amendment of any particular Bid.
- A.7.4 All Bidders bid at their own risk and Foskor (Pty) Ltd is not bound to accept any Bid and under no circumstances whatsoever will be responsible for any costs incurred by any Bidders in compiling or submitting the bid.
- A.7.5 Furthermore, Foskor reserves the right to accept only a part of the Bid, with due communication and agreement of the Bidders.
- A.7.6 The Bidder is required to submit a 'bona fide' Bid, intended to be competitive and not to fix or adjust the amount of the Bid by or under or in accordance with any agreement or arrangement with any third party. The Bidder 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 Bid do any of the following acts:
- a) Communicate to any person the amount or approximate amount of the proposed Bid except where the disclosure, in confidence, of the amount of this Bid was necessary for the preparation of the Bid.
 - b) Enter into any agreement or arrangement with any third party that shall disqualify from or that Foskor shall refrain from using.
 - c) Commit any act or omission that would be contrary to the Maintenance and Promotion of Competition Act 96 of 1979, and notices and regulations published in terms of that Act,

Section B: FORMS OF BID TO BE SUBMITTED

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

From Bill of Quantities, Appendix A to B	Qty	Unit	ZAR	
SUB TOTALS:				
837 tank rubber and brick refurbishment				
1.00	Site establishment, safety file, PPE	LS		A1
2.00	Stripping of bricks (sqm)	316,30		
2.00	Stripping of old rubber (sqm)	1184,35		A2
3.00	Supply of butyl rubber (sqm)	2368,70		A3
4.00	Tank surface preparation (sqm)	1184,30		A4
5.00	Installation of rubber 1 st layer (sqm)	1184,30		A5
6.00	Installation of rubber 2 nd layer (sqm)	1184,30		
7.00	Installation of bricks (sqm)	316,30		A7
8.00	Provide QC pack and sign off	LS		A8
Sub Totals Sum (Excluding VAT)				A9
3.0	Add: VAT	15%		
4.0	Total Tender Sum (Including VAT)			A10
B1.1	In the event of there being any obvious errors of pricing, extensions or additions in the priced Schedule of Quantities attached, we agree to their being corrected, and the contract amount altered accordingly.			
B1.2	We further undertake that this tender cannot be withdrawn or retracted for 90 (ninety) days from the closing date.			
B1.3	Notwithstanding that, this tender is submitted by invitation, it is clearly understood and agreed that there is no obligation upon Foskor to accept the lowest or any tender.			
B1.4	The tendered prices are fixed and firm for the duration of the contract, and unless otherwise agreed to in writing a 10% Retention (<i>held for 12 months, unless otherwise specified</i>) shall be deducted on all payments made for the Liability Period as defined in B.2. This clause also refers to 'Handover' as specified in B 2.1			
	WE AGREE TO A 10% RETENTION and 12 MONTHS DEFECTS-LIABILITY RETENTION PERIOD.			
B1.5	Unless or until a formal agreement is prepared and signed, this tender, shall serve as your written acceptance and constitute a binding contract between Foskor and Yourself.			

Amount In Words:

Signed aton.....

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

Company Stamp

B.2 Initial Project Programmed 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 bid is awarded)

Commencement Date (Guide: 2 weeks from bid close date)

5 days from receipt of purchase order

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

As per Foskor approved project plan

TO BE SUBMITTED WITH THIS BID

- Contract delivery program clearly indicating the earliest delivery time (Gantt Chart or equivalent).
- Company Profile (If supplier has not previously supplied similar product to Foskor Richards Bay).
- Reference Letter (Similar Contract or Projects Undertaken).
- Quality Control procedures (QCP) for rubber application, and acid brick lining on separate documents
- Indicative Cash Flow / Invoicing

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 Bidders 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 Bidders 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 Bidders is **still to submit a bid in the form specified** in this bid.
- The Bidders shall submit a Work Breakdown Structure (WBS) and compile a programme (use MS Projects).

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 Bidders to request from Foskor a Project Complete/Handover Certificate, which receipt shall define and signify the commencement of Retention Period.

B.2.2 Initial Program to be Submitted

The interim and final project completion dates, as indicated on this bid document should be used as the guideline for the Bidders 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 GANTT CHART AND/OR BAR CHART TO THIS PAGE

B.3 Schedule of Key Personnel on the Project

The Bidders shall:

1. Supply copies of qualifications and CVs for all personnel which shall be used in the project.
2. Complete the table below concerning the key personnel on the project.
3. Submit a project organogram showing relationships and authority.

Key Personnel	qualifications	Years Related Experience
Project Manager / Leader	N. Dip mechanical Eng.	5 years' experience in project management
Site Manager / Supervisor (For site installation only)	N6 supervisor certificate	5 years' experience, site supervision on rubber and brick lining works
Quality Assurance / Control Inspector	Metric,	4 years Rubber and bricks application inspection
Health and Safety	SAMTRAC certificate/ N. Dip Health and safety	3 years as safety officer on a construction site safety

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 bid could lead to disqualification of the bid.

B.4 Schedule of Similar Contract Undertaken

Please provide a minimum of three list of work done on contract of which the Scope of works is similar to the one described in this document (please attach references).

Completed Month, Year	Description	Client Name	Contact Person And Details	Value

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B.5 Schedule of Labour Rates for the Works

The rates for labour 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 on the BOQ shall not be subject to escalation.

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

B.6 Schedule of Equipment for the Works

The Contractor shall list on the BOQ 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 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**.

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

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

C.1.1 Background and Present Situation

The Phosphoric Acid Plant, 837 buffer tank is currently undergoing refurbishment, with major repairs in progress to restore the tank to good condition. A key activity in this scope is the procurement of 5mm thick butyl rubber and installation, installation of carbon brick lining (i.e., the internal surface of the tank). Specialist services will therefore be required to safely install double layer of 5mm thick butyl rubber on the tank floor and shell and 65mm carbon bricks.

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
ISO 9001	Quality Management Systems (QMS)	Latest
Act 85 of 1993	Occupational Health and Safety (OHS Act)	Latest
S28 NEMA (1998)	Duty and Care of Environmental Degradation	Latest
SANS 1201	Application Of Rubber Lining on Vessels	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 Bid is **marked with "YES"**, however it does not exclude other specification listed or implied, and it remains the Bidder's responsibility to ensure that work execution and bid prepared is in line and meets the requirements of all standards indicated or not.

Number	Title/Description	Version	Applicable
FM001	General Mechanical Specification	Latest	NO
FQ001	General Engineering Quality Requirements	Latest	NO
FM002	Rubber Lining of Vessels and Piping	Latest	Yes
FM432	Insulation of Vessels and Piping	Latest	Yes

FQ002	Non-Destructive Testing	Latest	NO
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Number	Title/Description	Version	Applicable
FY001	Design/Fabrication of Piping	Latest	NO
GM1	General Mechanical	Latest	NO
GM6	Engineering Drawing and Document requirements (Tank drawings)	Latest	YES
MC009	General Plant Protection High Corrosive Areas	Latest	Yes
MC001	Color Coding Richards Bay	Latest	NO
GS014	Rubber lining	Latest	YES
SS-000000-Q-001	General Quality requirements	Latest	YES

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

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

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

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

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

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

C.4. Project Requirements

The main purpose of this scope is for the supplier to supply and install rubber and acid brick lining inside 837 buffer tank on the floor and shell. (acid bricks only will be free issued from our Foskor stores)

C.5 Plant Data

All work listed in the document will be executed for and at **FOSKOR (PTY) LTD, RICHARDS BAY ACID DEVISION.**

C.6. Drawings and/or Equipment Manuals (if applicable)

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

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 Bidders to ensure that the

Bidders has the latest copies of drawings/specifications as listed above for the execution of this project.

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

C.6.1 Drawings:

REFERENCE - DIGESTION TANK DRAWINGS		
Drawing No.	Title / Description	Revision
3333 – 1031 – D – 01	351-837 TK General Arrangement	Latest

C.7 Scope of Work – General

The bidder is required to supply and install 5mm thick butyl rubber double layer on the tank shell complete to the roof and the entire floor but excluding the actual roof of the tank,

The supplier is also required to install acid brick lining on the entire floor of the tank and shell to a height of up to 1meter from the floor.

- Supply of Bedding and jointing cement and Binding agent –Phenolic Resin suitable for application in phosphoric acid tanks for the specified square meters of brick lining out line on the table C.7.1 below.
- Supply of 5mm thick chemically cured butyl rubber for application inside the tank, square meterage on the table C.7.1 below (*the supplier is expected to store the rubber in an airconditioned storage to preserve its quality until the rubber is needed on site for installation*)

Therefore, the scope of work required is outlined on the table below: **Table C.7.1**

Activity	Specification
Stripping of old bricks	316.30 sqm
Stripping of old rubber	1184.30 sqm
Procurement of 5mm thick butyl rubber cured (two layers)	1184.30 sqm x 2
Surface preparation buffing and grinding the tank shell and floor	1184.30 sqm
Abrasive blasting to achieve a near-white or white metal finish (SA2½ or SA3) with a specific surface profile roughness of 50 – 100 microns to maximize adhesion,	1184.30 sqm

Installation of first layer butyl rubber	1184.30 sqm
Installation of second layer butyl rubber	1183.30 sqm
Installation of 65mm thick carbon bricks floor and shell up to 1m height	316.30 sqm

1. Rubber lining

- 5mm butyl soft Rubber Specification.
- Spark testing the entire rubber lined surface.
- Connect the Dehumidifiers (if required)
- Measure and cut rubber to correct sizes panels.
- Grit blast to SA 2^{1/2} medium G depth (RZ) of 50µm.
- Take the humidity reading inside the vessel during Grit Blasting and Priming operations, the maximum humidity must be less than 70%.
- Apply two coats of adhesive solution.
- Apply rubber panels to tank surface.
- Supply and installation of 5mm rubber lining on the internal of the tank floor, shell, nozzles and manways.
- A double layer of rubber lining to be applied on the baffles.
- Rubber to have 100mm security strips on all joints.
- Rubber to be a pre-cured butyl rubber with a temperature tolerance of up to 100°C.
- A complete spark test, shore hardness and pull tests to be done. Two test plates to be made up from floor and shell for pull tests.

2. Brick Lining

➤ Brick specification (free issue from Foskor)

Volume densityg/cm³ 1.60 - 1.72 2 Apparent porosity% 6 - 8 3 Cold compressive strengthMPa 70 - 80 4 Cold bending strengthMPa 15 - 25 12 Carbon content% C 98.00 - 98.15 13 Ash content% 1.86 - 1.98

Bricks are to be applied on the rubber surface which must be cleaned using a soft brush and cleaned with solvent applicable.

A layer of mortar (3 - 5 mm) is applied directly over the rubber lining, and the first layer of acid-resistant brick is set into the mortar

Inclusion:

- Supply Bedding and jointing cement and Binding agent –Phenolic Resin suitable for application in phosphoric acid plant 27 TO 54 WT % P₂O₅, 2.5WT% H₂SiF₆, 2.0 WT % H₂SO₄, Solid Gypsum Crystal 36 WT % Size 50 TO 500 microns. Temp Max 95 Deg C.
- Bricks will be supplied by Foskor
- Supply of labour, site supervisor and tools, PPE, temporary lighting and all consumables.
- If the size of carbon bricks needs to be modified, it is the Vendor's responsibility to cut them to size.

C.8.1 Bid Deliverables

The following documentation:

- Contract delivery program clearly indicating the earliest delivery time (Gantt Chart or equivalent).
- Company Profile (If supplier has not previously supplied similar product to Foskor Richards Bay).
- Reference Letter (Similar Contract or Projects Undertaken).
- Quality Control procedures (**QCP**) for rubber application, and acid brick lining on separate documents
- Indicative Cash Flow / Invoicing

C.8.2 Site Conditions

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

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

Be cautious of Vehicle and machine always working in the area. This site produces hazardous chemicals such as phosphoric acid and sulphuric acid.

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

C.8.3 Services which are known to exist on the site

The following services exist on the site:

- Water and air pipes.
- Phosphoric acid pipes
- Electrical cables and racking
- Steam
- Condensate
- Sewer line.
- Data/Instrumentation cables.

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.	Yes
4	Provide access to electricity connection points Any connection and consumption will be monitored by Bidders and verified by Foskor on defined intervals (usually at the beginning and end of contract)	YES
5	Provide access to potable water Connection and consumption would need to be monitored by Successful Bidders (Contractor) and verified by Foskor on intervals (usually at the beginning and end of contract) defined by Foskor	YES
6	Provide a suitable area for site establishment for Successful Bidders (Contractor). - Successful Bidders to formally in writing motivates, request and define the area and services it deems necessary for site establishment. - Foskor will at its own discretion (if request is approved) allocate a site establishment area, however Foskor can should it deem necessary retract or re-define its approval by giving reasonable notice to the successful Bidders	ON REQUEST
7	Provide access to ablutions facilities. (Not change rooms) - Successful Bidders (Contractor)'s workers to be fully dressed in required PPE when coming on site. - The successful Bidders to ensure that its workers/subcontractors/supplier that are making use of facilities, do so in an orderly and well-mannered way. - Successful Bidders is not allowed to make use of Foskor's change room or tearoom facilities unless agreed to in writing. - The successful Bidders might be called on to assist with the maintenance and cleaning of ablutions, should Foskor at its discretion be of the opinion that it be necessary. Cost associated with such cannot be claimed from Foskor (Pty) Ltd.	YES
8	Assist in issuing work clearances and HIRA.	YES
9	Mobile machinery/Scaffolding (e.g. crane, truck)	YES
10	Carbon Bricks (230 x 114 x 65) mm	YES

2. Successful Bidders (Contractor) Responsibilities

The successful Bidders (Contractor) shall be responsible for (inter alia):		Applicable:
1	Ensuring that all acceptance approvals as per the Quality Control Policy (QCP) are received before work is finally handed over.	YES
2	Execute the scope of work as per outline in this document.	YES
3	Supply suitable (approved) Personal Protective Equipment (PPE)	YES
4	Supply all the necessary electrical extension cables and include an extraction fan for confined spaces	YES
5	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
6	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

Note that concerning above:

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

C.8.4 Certification by Recognized Bodies

Only Bidders registered with the relevant Board will be accepted and permitted to do work under this contract.

It is a mandatory requirement for the supplier to be registered with Construction Industry Development Board (CIDB) with a minimum grading of ME5

C.8.5 Services: Requirement for the termination, diversion, or maintenance

N/A

C.8.6 Nominated Sub-Bidders

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

The following Sub-Bidders are nominated:

Contractor	Concerning Works	Contact

C.8.7 Invoicing and Payment

Payment will be made by Foskor (Pty) Ltd, after approval (with consideration for the construction, completion, and defects corrections of the Works) by the Foskor (Pty) Ltd.'s Project Representative (i.e., Engineer, Project Supervisor) of the submitted Payment Certificate to the Bidders within **30 (thirty)** days from the date of statement.

C.8.8 Standing Time

N/A

C.8.9 Progress of Works

The Contractor shall take all reasonable steps to ensure that they expedite progress so as to complete the works by the due completion date/project plan.

C.8.10 Penalty

If the Contractor, by the Due Completion Date, fails to complete the Works to the extent which entitles him to receive a Certificate of Practical Completion, the Contractor shall be liable to Foskor (Pty) Ltd for an amount of **0.05% 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.8.11. Extension of Time for Completion

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

However, any extension of time for the completion of the works or portion thereof, shall be addressed for Foskor, with reasonable cause or effect duly submitted.

C.8.12 Cancellation of the Contract by Foskor (Pty) Ltd

If:

- (a) (i) The estate of the Contractor shall be sequestered (provisionally or finally), or
- (ii) The Contractor shall publish a notice of surrender of his estate as insolvent, or
- (iii) The Contractor, being a company or a close corporation, shall go into liquidation (provisionally or finally), or

- (iv) The Contractor shall assign the Contract without the consent in writing of Foskor (Pty) Ltd having first been obtained, or
- (v) The Contractor shall enter into a compromise with the general body of his creditors, or
- (vi) The Contractor shall have an execution levied on his goods, or
- (b) The Fokor (Pty) Ltd Project Representative shall certify in writing to Fokor (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 Fokor (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 Fokor (Pty) Ltd Project Representative, referring specifically to the default concerned and to this Clause, failed to remedy the default,
- (c) Fokor (Pty) Ltd may, by written notice to the Contractor, terminate the Contract and withhold any payments due until further notice.

C.8.13 Urgent remedial work

All designs changes or remedial action must be communicated to the Fokor Engineer or the authorized Fokor 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 Fokor 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 Fokor (Pty) Ltd is work which the Contractor was liable to do at his own expense under the Contract, all costs incurred by Fokor (Pty) Ltd in so doing shall be determined by Fokor (Pty) Ltd or its agent and shall on demand be paid by the Contractor to Fokor (Pty) Ltd.

C.9 Fokor Safety Documents to be submitted, Environmental and Site Management

C.9.1 SHREQ Requirements

- 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:
 - Conduct and submit 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 Foskop.
- Visibility on Site.
- Conduct inspections on PPE and provide evidence to Foskop.
- Continuously update the Safety File.
- A contractor to submit a comprehensive task-based risk assessment that has acknowledged the Foskop 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 communicated to the Safety Department before starting the work with the exception of 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 Foskop Acid Division where all contractors are required to submit their safety files.

The successful Bidders 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 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.*

C.9.2 Environmental Management Specifications

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

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

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

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

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

C.10 OHSA 1993 Health and Safety Specification

This specification covers the health and safety requirements to be met by the successful Bidders (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.10.1. Working on Site-Health and Safety Induction

The successful Bidders (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 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 (Uvex 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.
- b. The Contractor must take all necessary safety precautions when working on site.
- c. A complete safety file is to be submitted to Foskor (Pty) Ltd Safety Department before any work commences on site.
- d. The Contractor's vehicle when entering the plant must always have rotating range lights on.

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

By the submission of a bid, any bidders will, if awarded the contract to which this bid document relates, be deemed to be the mandatory as envisaged by Section 37 (2) of the Occupational Health & Safety Act. (Act 85 of 1993).

C.11. 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.

The final project completion dates are tentative until further notice. Indicated in this bid document sub-section B.2

Section D – Reference Drawings, Bill of Quantities, TEV, Acid Carbon Bricks Specification, Rubber Lining Specification and Phos Plant Baseline Risk Assessment

D.1. BILL OF QUANTITIES (BOQ)

Project:

Refurbishment of 837 Phosphoric Acid Storage Tank (rubber and bricks)

Sl.No	Item Description	Quantity	UOM	Price/Each	Total
1	Site establishment, safety file, PPE,		LS		
2	Remove old brick layer (230mm x 114mm x 65 mm)	316,30	m ²		
3	Removal of old rubber and disposing on skips provided	1184,35	m ²		
4	Surface preparation to the required surface finish	1184,35	LS (m ²)		
5	Supply of new butyl rubber 5mm thick, 50A shore hardness pre-cured (double layer)	2368,70	m ²		
6	Application of rubber first layer	1184,35	m ²		
7	Application of rubber second layer	1184,35	m ²		
8	Bricks installation	316,30	m ²		
9	Provide QC pack and sign off		LS		

Subtotal: _____

VAT: _____

Total Tender Price: _____

Notes:

1. Rates shall include labour, supervision, tools, equipment, consumables and transport.
2. All work shall comply with the project specifications and applicable standards.
3. Quantities are estimated and may be adjusted based on site measurements.
4. Lump Sum (LS) items shall include all activities necessary to complete the work, and it must be accompanied by a price breakdown (detailed pricing schedule)

D.2. Technical Evaluation Criteria

TANK RUBBER AND BRICKS REFURBISHMENT (TEV)			
Mandatory Requirements: Bid submission not meeting these requirements will result in bid being disqualified.			
1	Submission of Site Inspection Certificate		
2	Submission of SACPCMP certificate for safety officer		
3	Submission of CIDB MES grading registration		
Technical Evaluation Criteria for this Tender which excludes Commercial Evaluation:			
No	Technical Criteria Description	% Contribution	Proof / documents to be submitted
1	Experience & Team Competence		
a)	Company - Provide a Company organogram Scoring: Not provided = 0% Provided < 5 years experience = 5% Provided > 5 years experience = 10%	10%	Provide a list of key personnel (as per table B.3 in the tender document) or in an organogram format highlight experience with Rubber and brick lining application or work
b)	Company - Previous experience with similar work, environment, and complexity tanks and size Scoring: Value < R 3mill = 0% Value > R 3mill < R 6mill = 5% Value > R 6mill = 10%	10%	Give reference list of projects as per table B.4 in the tender document, tank sizes, project values and client contact numbers for verification. (reference letter)
2	Company Delivery Capacity & Reliability		
a)	Company Delivery Times - Execute construction according to a pre-approved WBS / Project Schedule/ Milestones/ Bar Chart/Gantt Chart Scoring: No Schedule = 0 %; Schedule > 4 months = 10% Schedule > 3 ≤ 4 Months = 20%;	20%	Provide a Gantt chart or project schedule for the project outlining critical time lines and project milestones.
3	Scope of Work Compliance		
a)	Adherence to Scope of Work and its Specifications to acid brick lining and rubber lining Scoring: Work methodology not aligned = 0 % Method statement not fully aligned to scope = 10% Full scope adherent well documented methodology = 20%	20%	Provide and submit relevant preliminary high level Work Methodology that considers Rubberlining and brick lining inside an acid storage tank, highlights essential details, safety, surface prep
b)	Provide Quality Control Plan for rubber and bricks Scoring: No quality control plan = 0 %; QCP not aligned with the methodology = 5% QCP aligned to the work methodology steps = 20%	20%	Provide and submit QCP relevant to the work methodology. i.e. 1) Pull test procedure 2) Spark test procedure 3) Mortar preparation procedure 4) Brick laying procedure
c)	Provide Safety Management Plan Scoring: No Safety Management Plan = 0 %; Safety plan not aligned to ISO 45001=5% Safety plan aligned to ISO 45001 = 10%	10%	Provide and submit Safety Management Plan that includes Health and safety policies, Safety training records, Incident reporting and emergency plans.
d)	Safety Officer experience and qualification Scoring: No safety officer = 0% safety officer experience < 3yrs= 5% Safety officer experience > 3 yrs = 10%	10%	provide safety officer qualification i.e. samtrac certificate, diploma
Total Technical Score		100%	
Note: 70% will be minimum required to be considered for this tender			

D.3. Tank 837 GA drawing

D.4. Baseline Risk Assessment

