

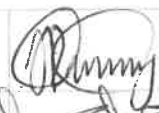
Scope of Work for Supply of a New Bending Machine MAXI WC67Y 500T X 4200MM HYDRAULIC PRESSBRAKE

Tender no: FTP / /

Cost Code:

Revision¹: 0.1.n see legend at bottom of page

Revised date: 18 Sep 2023

NAME	TITLE	EMPL. No	SIGNATURE	DATE
COMPILED - RECOMMENDATION				
Frans Majwede	Garage Supervisor	19043		19/10/23
COMPREHENSION AND ACCEPTANCE				
Gullipalli Srinivasa Rao	Maintenance Engineer	504804		19/10/2023
APPROVAL TO PROCEED				
Sifiso R Majola	Senior Manager Maintenance	15480		28/10/2023
Charles Mavuso	Senior Manager: SHREQ	504688		24/10/2023
Sam Mbuyazi	General Manager Acid Division	500441		23/10/2023

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Section A: INVITE AND TENDER INSTRUCTIONS

A.1 Invitation to tender

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

The Supply of New Bending Machine for Foskor

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

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

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

Technical Evaluation Criteria **Section D**.

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

Designation

For the attention of

Telephone

Fax

Cell no

Email

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A.2 Return of Tender Documents

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

TENDER		
Tender No.	FTP / /	The Manager Procurement FOSKOR LIMITED 21 John Ross Parkway Richards Bay
Contract Title:	The Supply of New Bending Machine for Foskop	
Closing Date & Time:		

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

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

- In case of Tenderers not being local, and not being in a position to hand deliver tender documents to the above-mentioned location, Tenderers may use an approved document courier for the purpose of delivering the tender document to Foskop (Pty) Ltd. This would be subject to auditable proof of dispatch from the Courier Company (including time and date of dispatch).
- Such proof shall be faxed and confirmed as addressed to Superintendent: Tenders and Contracts, FOSKOR (PTY) LTD, 21 John Ross Parkway, Richards Bay, facsimile number as indicated under item A.1.2 before the closing time and date of the tender.
- Foskop shall take no responsibility for lost courier documents – prior to opening of tenders - and onus rests on Tenderer to keep duplicate of Tender Submission.
- In this case the sealed envelope shall remain addressed as per paragraph A.2.1, and shall be placed in a sealed courier bag with the following street address delivery instructions:

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

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

A.3 Site Inspection

An official Site inspection is not mandatory for supply of Plate Bending Machine. If Supplier wants to visit should follow the below procedure.

Date of Site Visit

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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
Gas respirator

Yes

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.

A.4 Examination and Completion of Documents

- A.4.1 The Tenderer shall examine all documents forming part of the Tender and submit their 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.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.

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A.6 Alterations by Tenderer

- A.6.1 Should the Tenderer propose any departures or modifications from the Conditions of Supply, Specifications, or to qualify their 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, programmed 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.

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- 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 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,

Section B: FORMS OF TENDER TO BE SUBMITTED

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

	From Bill of Quantities – if applicable or →	qty	x rate =	ZAR
1.0	SUB TOTALS:			
1.00	Preliminary & General (P&G).			
1.01	Cost of new Plate Bending Machine			
	Sub Totals Sum (Excluding VAT)			
2.0	Add: VAT	15%		
3.0	Total Tender Sum (Including VAT)			

- B1.1 In the event of their being any obvious errors of pricing, extensions or additions in the priced Cost Schedule 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 18 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**
- 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:

SOW FOR SUPPLY OF NEW PLATE BENDING MACHINE

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 Supplier is in no way obligated to these dates. An obligatory final programme will only be required once the tender is awarded)

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

**Within 7 days from receipt of
Purchase order.**

Completion of Final Handover (Guide: Project duration)

14 WEEKS

OTHER IMPORTANT NOTES

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

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- 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 Supplier. 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.

B.2.2 Initial Program 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.

B.3 Schedule of Key Personnel on the Contract

The Tenderer shall:

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

Key Personnel	Name and Surname	Full/Part Time on site, off-site?	Employed, Sub-Supplier or Temp?	Years Related Experience
Site Manager				

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.

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B.4 Schedule of Similar Contract Undertaken

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

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

B.5 Site Inspection Certificate – To be signed by Tenderer (Not Applicable)

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.

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We further CERTIFY that we are satisfied with the description of the WORKS and explanations given by Foskop (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 Acid Division Plant manufactures Sulphuric acid, phosphoric acid and phosphate-based granular fertilizers (MAP and DAP) by using phosphate rock as a raw material. In the process a phosphate-bearing mineral and sulphuric acid is used to produce Phosphoric acid. The rock is mined in Phalaborwa and Phosphoric acid and sulphuric acid is Produced on-site. Foskor Fabrication Shop needs a new 500 ton bending press that can bend up to 12mm plate. That will save as time and money and we can do all bending related work our self inhouse and the waiting time can be eliminated to have our own bending press.

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
ISO 9001	Quality Management Systems (QMS)	Latest
Act of 1993	Machinery and Occupational Safety Act, 1983	Latest

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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
E 006	Low Voltage Distribution Boards	Latest	
E 008	Luminaries	Latest	
E001	Low and Medium Voltage Motors	Latest	
E002	400V AC Distribution Switchgear & MCC's	Latest	
E003	Industrial Electrical Installations	Latest	
EC1	Installation, Testing and Commissioning of electrical equipment	Latest	
EE1	Motor Control Centre and Switchgear	Latest	
EE2	Squirrel Cage Induction and Wound Rotor Motors	Latest	
EE6	11KV Power Transformers	Latest	
FC005	General Earth Works to Plant and Building	Latest	
FC016	General Road Works	Latest	
FC021	General Specification for Terrace Construction	Latest	
FC026	General Specification for Road works	Latest	
FD001	Design Criteria for Structures	Latest	
FG001	General Requirements for Projects	Latest	
FL001	Design and Fabrication Criteria for Ladders and Walkways	Latest	
FM001	General Mechanical Specification	Latest	Yes
FM002	Rubber lining of Vessels and Piping	Latest	
FM003	Welding of Fabricated Equipment	Latest	

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FM273	Fire Tube Waste Heat Boiler	Latest	
FM432	Canvas specification	Latest	
FQ001	General Engineering Quality Requirements	Latest	Yes
FQ002	Non-Destructive Testing	Latest	
FS001	Fabrication and Erection of Structural Steel	Latest	
FS002	Specification of Roof and Side Cladding	Latest	
FT001	Trestles and Access Platforms	Latest	
FV001	Requirements Vessels, Tanks and Heat Exchangers	Latest	
FY001	Design/Fabrication of Piping	Latest	
GC1	Civil excavation, Form work and Concrete work	Latest	
GC2	Interlocking Paving	Latest	
GC3	Packing and Grouting	Latest	
GD1 R	General requirements for Design	Latest	
GE1	Design of Electrical Installation1	Latest	
GM1	General Mechanical	Latest	
GM2	Mechanical Erection	Latest	
GM3	Surface preparation and protection specification: Paint	Latest	
GM4	Pressure Vessels including Auxiliary equipment	Latest	
GM5	Pipe Standards Including Auxiliary Equipment	Latest	
GM6	Engineering Drawing and Document requirements	Latest	
MC002	Scope of Corrosion Protection Richards Bay	Latest	
MC003	Painting High Spillage Areas	Latest	
MC004	General Plant Painting Specification Low Temperature	Latest	
MC005	General Plant Painting Specification High Temperature	Latest	
MC006	Repair Damaged Steel Work	Latest	
MC007	Steel Denso Wrap System	Latest	
MC008	Pipe/Flange Protection Denso Wrap System	Latest	
MC009	General Plant Protection High Corrosive Areas	Latest	
MC010	Painting Tank Grillage and bottom side of floor plate	Latest	
MC011	Internal Painting of Tanks with Demineralized Water	Latest	

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Number	Title/Description	Version	Applicable
APPLICABLE	SULPHOS PROJECT SPECIFICATIONS on this Tender		
SS-000000-C-005	Earthworks to foundations and buildings	Latest	
SS-000000-C-006	General specification for concrete construction	Latest	
SS-000000-C-007	Concrete specification	Latest	
SS-000000-C-012	Grouting	Latest	
ST-000000-C-016	General road works	Latest	
SS-000000-C-017	Underground gravity pipelines, cable ducts and drain	Latest	
SS-000000-C-021	Terrace construction	Latest	
ST-350999-316-001	Civil and Building work- Sulphuric acid plant	Latest	
SS-000000-E-003	Industrial electrical installations	Latest	
SS-000000-G-001	Project general	Latest	
SS-000000-G-003	Corrosion protection	Latest	
SS-000000-Q-001	General quality requirements	Latest	Yes
SS-000000-Q-002	Non destructive testing construction site	Latest	
SS-000000-S-001	Fabrication and erection of structural steelwork	Latest	
SS-000000-S-002	Roof & side cladding (by BEMA)	Latest	
SS-000000-M-023-A	Brick lining of rubber lined carbon steel equipment	Latest	
SS-000000-M-002-00	Rubber lining for steel equipment and piping	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.

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 9001 Series should be used whenever possible in the absence of a particular SABS/SANS Specification Standard Mark.

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C.4. Project Requirements

The main purpose of this scope of work is for the supply New Plate Bending Machine for Foskor

C.5. Plant Data

All work listed in the document will be executed for and at FOSKOR (PTY) LTD, The **RICHARD'S BAY PLANT, 21 JOHN ROSS PARKWAY, 3900 South Africa.**

C.6. Scope of Work – General**C.6.1 Tender Required Documents**

The following documentation

- Engineering Details/Approvals/Drawings/Certificates.
- Reference Letter (Similar Contract Undertaken).
- ISO 9001 Accreditation.
- Provide Equipment Maintenance Checklists.

C.6.2 Specifications & Standard Features

The following is the technical specification of the Plate Bending Machine

<u>Type</u>	<u>MAXI WC67Y 500TX4200MM HYDRALIC PRESSBRAKE</u>
Normal Force	5000KN
Working table Length	4200mm
Distance Between Uprights	3300mm
Throat Depth	400mm
Ram Stroke	300mm
Open Height	560mm
Main Motor	37KW
Dimensions	4800x2100x3500 mm
Weight	35Tons

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The following are required minimum Features:

- Must have Hydraulic top-drive, step less pressure adjustment with high quality seals to ensure the machine tools reliability.
- A Mechanical mechanism to synchronize the two cylinders and ensure that it bends accurately.
- The stroke and the back gauge are motorized and have a manual fine adjustment, with a Counter on both Axes.
- It must have Inch, single, and continuous mode bending time can be controlled by the time relays.

SPECIFICATION REQUIREMENTS

- The Supplier shall submit General Arrangement (GA) drawings of a Plate Bending Machine showing dimensions of various parts.
- The Bending machine shall be marked with the manufacturer's brand name, model number and capacity. The equipment and accessories shall be inspected and tested by duly qualified representative of the Supplier. Inspection and Testing involves visual inspection, dimension checking. The equipment will be accepted only after passing all above tests satisfactorily. Proof to be furnished.
- The operation and maintenance manual shall contain full details indicating testing procedures, operation and maintenance procedures of the equipment. Each manual shall also include a complete set of drawing together with test certificates as applicable. All the documents shall be submitted in both hard and soft copy.

Warranty

Supplier must give 6 months comprehensive manufacturer's warranty on new equipment. Includes parts and labour. It must also include 12 months structural warranty on new machines. Upon receipt of defect notice from the Client, within the warranty period, the Supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the Employer.

SOW FOR SUPPLY OF NEW PLATE BENDING MACHINE

TRAINING

The Supplier shall provide training on the Bending machine.

The training must cover all aspects but is not limited to the following:

- A comprehensive explanation of safety of the machine.
- Procedures of dealing with each of the types of hazards.
- Recognizing and avoiding unsafe conditions
- How to operate the Plate Bending Machine correctly and safely
- Special Manufacturers Requirements
- When and how to perform aerial inspections and maintenance.

C 6.3

1.Foskor Supplied Services

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

SOW FOR SUPPLY OF NEW PLATE BENDING MACHINE

2. Successful Tenderer Responsibilities

The successful Tenderer (Supplier) shall be responsible for (inter alia):		Applicable:
1	Supply of a NEW MAXI WC67Y 500T X 4200MM HYDRAULIC PRESSBRAKE WITH E21 CONTROL	YES
2	Provide original drawings of the equipment	YES

C.6.4

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 Supplier must immediately bring to Foscok's attention any previously unspecified or obstructing services existing in his area of work and without terminating/diverting/hindering such services.

C.6.5 Invoicing and Payment

Payment will be made by Foscok (Pty) Ltd, after approval (with consideration for the construction, completion, and defects corrections of the Works) by the Foscok (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 Foscok (Pty) Ltd.'s terms and conditions.

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

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

C.6.6 Standing Time

Standard Time Not applicable to this project (**Supply Plate Bending Machine**)

C.6.7 Progress of Works

Should Foscok (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, Foscok (Pty) Ltd shall so notify the Supplier in writing, with specific reference to this Clause,

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and the Supplier shall thereupon, subject to the approval of Foskor (Pty) Ltd take such steps as are necessary to expedite progress so as to complete the Works or the said part thereof by the Due Completion Date.

C.6.8 Penalty

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

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

C.6.9 Claims: Extension of Time for Completion, Additional Payments, or Compensation

C.6.9.1 Claims Procedure

The following provisions shall apply:

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

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C.6.9.2 Extension of Time for Completion

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

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

C.6.10 Cancellation of the Contract by Foskor (Pty) Ltd

Is Not Applicable to this project (**Supply of New Bending Machine**)

C.6.11 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 Supplier 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.

C.7. Foskor Safety Documents to be submitted, Environmental and Site Management**C.7.1 SHREQ Requirements**

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

- Compliance with ISO 9001 Quality System Series.
- *Copy of requirements available from Foskor SHREQ Department.*

C.7.2 Environmental Management Specifications

Is Not Applicable to this project (**Supply of New Bending Machine**)

C.8. OHSA 1993 Health and Safety Specification

This specification covers the health and safety requirements to be met by the successful Tenderer (Supplier) to ensure a continued safe and healthy environment for all workers, employees, and sub-suppliers/ 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.8.1. Health and Safety Induction

Is Not Applicable to this project (**Supply of New Bending Machine**)

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C.9. Applicable General Conditions of Contract

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

C.10. Quality Management

The successful Tenderer is to adhere to Foskop (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 Supplier 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 Foskop before commencement of any work.

C.10.1 Quality Control:

- i. Bending Machine must have a permanently affixed and legible identification markings as prescribed by the manufacturer that indicate the recommended safe load.
- ii. Quality of assembly work and suitable clean air supply to the machine.
- iii. Accessories such as Intelligent Positioning Control , Fast positioning Indexing, power off protection and other accessories shall be proof tested prior to use.
- iv. Additional inspection shall be performed during performance test. Damaged or defective parts should be replaced /serviced.

C 10.2 BILL OF MATERIAL

BOM			
No	Technical BOQ		
	ITEM	UNIT	QUOTED (Included)
	Standard		Tick if Quoted YES/NO
1	NEW MAXI WC67Y 500T X 4200MM HYDRAULIC PRESSBRAKE WITH E21 CONTROL Nominal forces 5000kn Working table length 4200mm Distance between uprights 3300mm Throat depth 400mm Ram Stroke 300mm	01	

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Section D: TECHNICAL EVALUATION CRITERIA

D.1 Technical Evaluation Criteria for this Tender which excludes Commercial Evaluation:

Evaluation Criteria (Technical, excludes Commercial Evaluation)				
No	Technical Criteria Description	% Contribution	Proof / documents to be submitted	Notes
1	Mandatory - Compliance with Scope of Work Specifications - Weight not to be less than 20%			
a)	Submission of Engineering Details /Drawings approvals& Equipment maintenance checklist. Scoring: All required documents not submitted = 0%; All required documents submitted= 20%	20%	Provide mandatory documents as requested in the scope of work by referring to C.6.1	
2	Reliability - Supplier reliability to complete the project safely in time, quality and budget - Weight not to be less than 60%			
a)	Suitability of work methodology in line with safe working procedure. Scoring: Non submission of work methodology = 0%, submission of work methodology = 20%	20%	Provide work methodology.	
b)	Provide the quality control plan.	20%		

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	Scoring: If there is no QCP submitted = 0%; If there is a QCP submitted = 20%			
c)	Provision of training for the supplied machine Scoring: Providing the training = 20%; No training provision = 0%	20%	Provide a letter in writing.	
3	Competence - Supplier experience & team competence - Weight not to be less than 20%			
a)	Supplier previous experience in similar work, environment, magnitude, and complexity. Scoring: Experience < 2 years = 0% 2 years ≤ Experience < 5 years = 10% Experience ≥ 5 years = 20%	20%	Provide record of previous similar experience as per B.4 format mentioned in the scope of work	
	Total Technical Score	100.00%		
Note: For the bid to be considered the bidder needs to score 70% and above, and comply to all mandatory requirements				

THE END OF THE SCOPE OF WORK

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