

T2.2-40 : Evaluation Schedule - Transnet Supplier Development

1.0 Aim and Objectives:

Historically in South Africa there has been a lack of investment in infrastructure, skills, capability and inequality in the income distribution and wealth of a significant portion of the population. There have been a number of Government initiatives developed to address these challenges. In particular, the New Growth Path (NGP) developed in 2010 aligns and builds on previous policies to ensure the achievement of Government's development objectives for South Africa. The key focuses of the NGP include:

- Increasing employment intensity of the economy;
- Increasing the responsiveness of infrastructure and addressing competitiveness;
- Balancing spatial development of rural areas and poorer provinces;
- Reducing the carbon intensity of the economy;
- Creating opportunities in changing regional and global environments, and
- Enabling transformation that benefits a wider range of social actors in society e.g. workers, rural communities, women etc.

Transnet, as a State Owned Enterprise (SOE), plays an important role to ensure these objectives are met. Therefore, the purchasing of goods and services needs to be aligned to government objectives of developing and transforming the local supply base. Transnet's mission is to transform its supplier base by engaging in targeted supplier development (SD) initiatives to support localisation and industrialisation whilst providing meaningful opportunities for black South Africans with a particular emphasis on:

- Youth;
- Black women;
- Small businesses;
- People with disabilities, and
- Rural integration.

2.0 Tenderer Requirements:

Failure to submit and comply with the tender requirements of this section in the tender will result in disqualification.

3.0 Supplier Development:

To aid its implementation of SD, Transnet has adapted an existing framework from the Department of Public Enterprises (DPE). This framework allows for a basic set of principles to be applied to appropriately target SD initiatives. Supplier development initiatives aim to build local suppliers that are competitive through building capability and capacity. Hence the framework has been termed the Increased Competitiveness, Capability and Capacity (IC³) Supplier Development Classification Matrix. For a detailed understanding of the IC³ Matrix, the respective SD initiatives and their objectives please refer to Transnet's SD Guideline Document for completion of the SD Plan in *Annexure A*. Currently there are four quadrants of SD initiatives which Transnet considers according to the IC³ Matrix. This tender has been identified as a Focused which involves lower industrial leverage and high value.

Transnet fully endorses and supports Government's New Growth Path Policy which aims to create five million jobs by the year 2020. Accordingly, Transnet requests tenderers to submit a Proposed Supplier Development Plan demonstrating their commitment and support to the New Growth Path Policy and how an appointment in terms of this agreement would assist the policy in achieving its objectives.

The table below sets out the categories that the comprehensive Supplier Development Plan should contain.

The following Supplier Development (SD) focus areas have been identified which forms part of the evaluation criteria, namely:

Category	Description
Skills development	Future skills transfer within the industry, with an emphasis on the accumulation of the knowledge and experience, which will occur as a result of the transaction.
Job creation / preservation	The increase in the number of jobs, by the <i>Consultant</i> , as a result of the award of business from Transnet. The number of jobs that are preserved as a result of the award of business is also taken into consideration.
Small business promotion	The encouragement of growth and expansion of emerging microenterprises, qualifying small enterprises and start-ups through procurement and support mechanisms provided by the potential <i>Consultant</i> .

In response to this tender all tenderers are required to submit an appropriate SD Plan. Annexure A provides a SD Guideline Document for completion of the SD Plan.

- This is to be developed in the format provided in Annexure B which will represent a binding commitment on the part of the successful tenderers. The SD Plan should outline the type of activities the tenderer intends embarking upon should they be awarded the contract. This plan should provide an overview of what they intend to achieve and the mechanisms through which they will achieve their objectives. The SD Plan must further indicate how the following areas will be addressed as part of the SD Plan under each section.
- Small businesses;
- Job creation and skills transfer
- Rural integration.

Annexure B further indicates the detailed areas which need to be completed for each of the evaluation criteria listed above. The tenderer is required to address each aspect detailed in this document and indicated in Annexure B as a minimum in their submission. This list is not exhaustive and the tenderer must not be limited to these areas when completing each section. The tenderer must provide supported calculations on how the Estimated Rand Values (ZAR) are derived.

SD Plan Document:

Your **SD Plan** is to be submitted as part of this RFP bid in the format (Appendix B) attached which will represent a binding commitment on the part of the successful tenderer.

Attached herewith the following documentation:

- **SD Guideline Document – Annexure A**

This document must be used as a guideline to complete the SD Plan Document.

- **SD Plan Template – Annexure B**

This template must be completed as part of the bid which will represent a binding commitment on the part of the successful tenderer.

Please note Tenderers are required to submit T2.2-40 Annexure B for each discipline they are submitting a tender

4.0 Further requirements

The SD Plan represents further detail on the SD Commitment which includes an explicit breakdown of the nature, extent and estimated monetary value of the SD commitments which the preferred tenderer propose to undertake as well as specific milestones and targets to ensure that the plan is in line with Transnet's SD objectives. The SD Plan may require certain additions or updates from the initial SD proposal to ensure that Transnet is satisfied that development objectives will be met. The tenderer must also ensure that the relevant mechanisms and procedures are in place to allow for access to information to measure and verify the tenderer's compliance with their stated SD commitments. The information provided by the tenderer to measure their progress against their stated targets is auditable.

The preferred tenderer must submit this SD Plan to Transnet in writing, after which both parties must reach an agreement within the timelines given by Transnet. Transnet reserves the right to reduce the number of days in which the tenderer must submit their SD Plan if it is deemed necessary based on the nature and complexity of the SD initiative. The award of the task order is dependent on agreement being reached on the SD Plan; therefore failure to submit or agree on the SD Plan within the stipulated timelines will result in the task order not being awarded. The tenderers are further requested to report to Transnet on a monthly basis on the status of the SD Plan in an agreed format between Transnet and the tenderer.

Failure to adhere to the milestones and targets defined in the SD Plan will also result in the application of financial penalties equating to a minimum of the monetary value of the initiative not delivered, which will be ignored at Transnet's discretion as well as the potential for termination of the contract in certain cases where milestones are not met.

Signed	Date
_____	_____
Name	Position
_____	_____
Tenderer	



Annexure A

REQUEST FOR PROPOSAL

GUIDELINES FOR COMPLETION OF A SUPPLIER DEVELOPMENT PROPOSAL

“PREVIEW COPY ONLY”

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Note

For the purposes of this document, any reference to a/the "Service Provider" shall be construed to mean a reference to a Respondent (in terms of this RFT) and/or to a successful Respondent (to whom the business is to be awarded), as so indicated by the context hereinafter.

"PREVIEW COPY ONLY"

WHAT IS SUPPLIER DEVELOPMENT?

The Supplier Development (SD) Programme is an initiative of the Department of Public Enterprises (DPE) supported by Transnet. The aim of SD is to increase the competitiveness, capacity and capability of the South African supply base where there are comparative advantages and potential competitive advantages of local or regional supply. This can be achieved through skills transfer, increasing the local content of items procured, as well as building new capability in the local supplier base. In addition, SD has its roots grounded firmly around the transformation of South Africa and the empowerment of previously disadvantaged individuals and enterprises.

BACKGROUND AND GUIDANCE ON THE SUPPLIER DEVELOPMENT OBJECTIVES FOR SOUTH AFRICA

As a developing economy with inherent structural and social imbalances, South Africa is facing the significant economic challenge of increasing growth in a manner that includes all South Africans. The historical lack of investment in infrastructure in South Africa has had significant negative impacts on local industry, resulting in a loss of key skills and a decrease in manufacturing industry capabilities. To respond to this, Government policies have been designed to address these imbalances and to act as a catalyst of change for the benefit of South Africa.

One of these Government policies, the New Growth Path (NGP) aims to enhance growth, employment creation and equity by reducing the dependencies of South African industries on imports, and promoting the development of skills and capabilities that are in short supply within the country. It identifies strategies that will enable South Africa to grow in a more equitable and inclusive manner and promotes the development of new industry to attain South Africa's developmental agenda.

Transnet's SD is closely aligned to the NGP objectives and as a result is able to fulfil its commitment to sustainability within South Africa whilst at the same time addressing other corporate objectives, including increasing productivity and efficiency, volume growth, capital investment, financial stability, funding, human capital, SHEQ regulatory compliance and improving customer service.

The combined objectives of Transnet and Government can be realised through:

- aggressively implementing capital investment plans which will result in competitive local industries;
- improving operational efficiency;
- using procurement to influence the development of the local supplier industry; and
- ensuring it creates sufficient opportunities for the participation of previously disadvantaged groups in the economy.

This will lead to Transnet achieving its long-term objective of increasing both shareholder and societal value using its procurement expenditure to ensure local development through sustainable localisation of its supply chain, and the inclusion of the previously disadvantaged individuals in the economy in a manner that is beneficial to Transnet, South African industry, and the population of South Africa. As a result this State Owned Enterprise (SOE) is able to fulfil its responsibility as the biggest player in the South African freight logistics chain whilst complementing the objectives of Government.

TRANSNET'S SUPPLIER DEVELOPMENT OBJECTIVES

To aid its implementation of SD, Transnet has adapted an existing framework from the DPE. This framework allows for a basic set of principles to be applied to appropriately target SD initiatives. Supplier Development initiatives aim to assist local suppliers in developing their competitive advantage through increasing their capability and capacity potential. Hence the framework has been termed the Increased Competitiveness, Capability and Capacity (IC3) Supplier Development Classification Matrix.

This contract encapsulates the types of SD opportunities which Transnet currently considers effective and allows Transnet to move its SD structure away from a dynamic policy environment towards a contract that is designed around general Supplier Development objectives. This enables Transnet to adopt a standard structure but also allows the flexibility to reconsider emphasis on certain aspects as objectives change. The IC3 Matrix (refer to Figure 1 below) categorises SD opportunities in a matrix based on their value, extent of industrial leverage and strategic importance to Transnet. Further categorisation of opportunities into the relevant quadrants is based on supplier-buyer power, industrial complexity, risk and the length of procurement period.

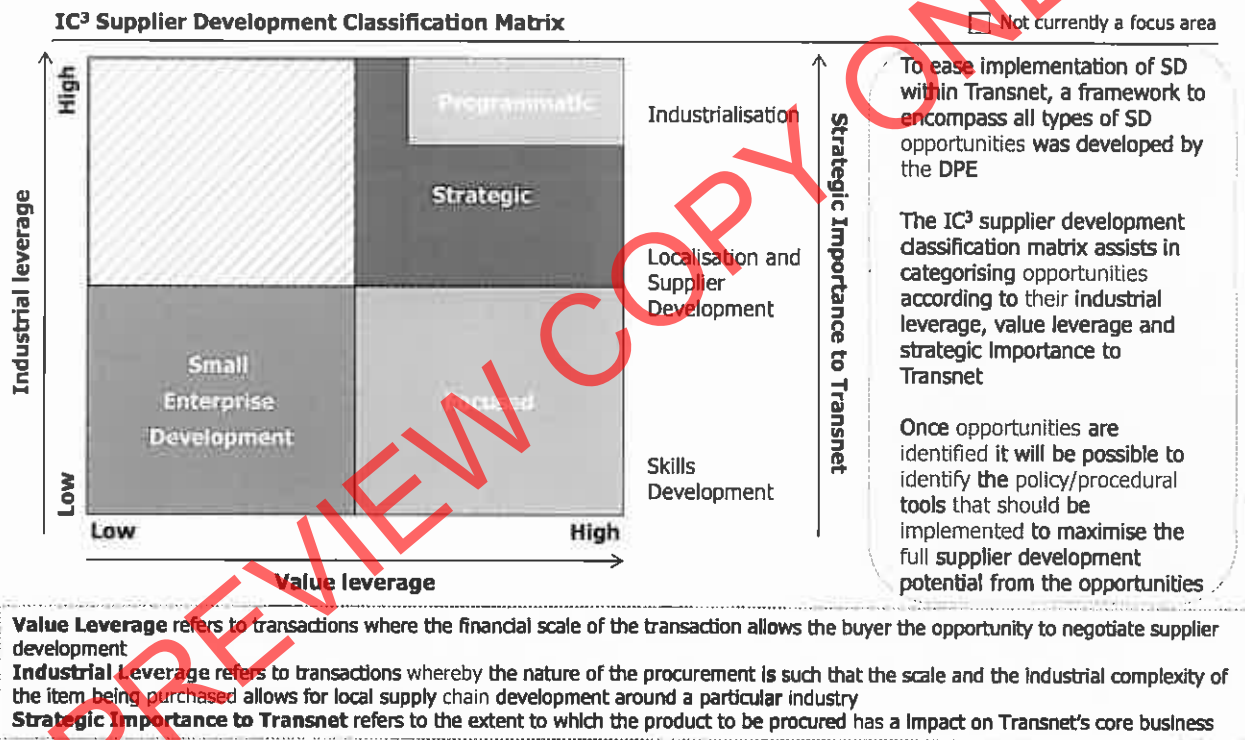


Figure 1: The IC3 Supplier Development Classification Matrix

In order for Service Providers to successfully meet the needs of a particular initiative, a detailed understanding of each quadrant is required.

Programmatic

Programmatic initiatives follow a longer than normal planning horizon and generally exceed the funding capacity of Transnet's balance sheet. They are identified either in the Industrial Policy Action Plan II (**IPAP II**) or through the SOE as a strategic fleet. Collaboration between the SOE and Government is achieved through focused task teams whereby infrastructure development and industrialisation is achieved through joint support and in some cases public spending. Investment is focused in plant, technology and skills in both intermediate and advanced capabilities to develop competitive advantage.

Strategic

Strategic initiatives follow a three to five year planning horizon, involving investment in at least plant, technology and/or skills in intermediate capabilities. This enforces the need for multinational corporations and Original Equipment Manufacturers (**OEMs**) to develop a certain percentage of their products locally. Strategic initiatives can therefore be used to achieve localisation objectives by increasing the competitiveness, capability and efficiency of local suppliers. Strategic initiatives can sometimes focus on advanced capabilities but will in most cases require Government support to develop local capability.

Focused

Focused initiatives include all high value transactions with limited industrial leverage and medium to low strategic importance. These initiatives address short to medium-term contracts that can be leveraged to encourage Supplier Development, with a focus on investment in technology or skills to enhance existing local capability. Emphasis will largely be placed on benefiting previously disadvantaged individuals. The overall result improves the socio-economic environment by creating competitive local suppliers and furthers objectives of empowerment, transformation and regional development.

Small Enterprise Development

Small Enterprise Development initiatives are typically of low value and have no industrial leverage as they are characterised by typically low complexity goods and high competition. These initiatives concentrate on increasing the capability of small local suppliers and are targeted toward historically disadvantaged individuals and communities, providing basic skills development and improving local employment and quality job creation. It includes a wide range of non-financial services that help entrepreneurs start new business and grow existing ones.

RESPONSE BASED ON THE IC3 MATRIX QUADRANTS

Based on the supplier-buyer power, industrial complexity, risk and the length of procurement period, the Service Provider is expected to formulate a SD Proposal to identify the opportunities that it will pursue. Ideally the SD Proposal should address factors that are specific to the applicable quadrant of the IC3 matrix.

Transnet has identified a number of opportunities which may aid a Service Provider in formulating its response based on each quadrant. Each of the opportunities identified by the Service Provider should have a direct or indirect effect on the value it creates for the country in order to maximise the socio-economic impact.

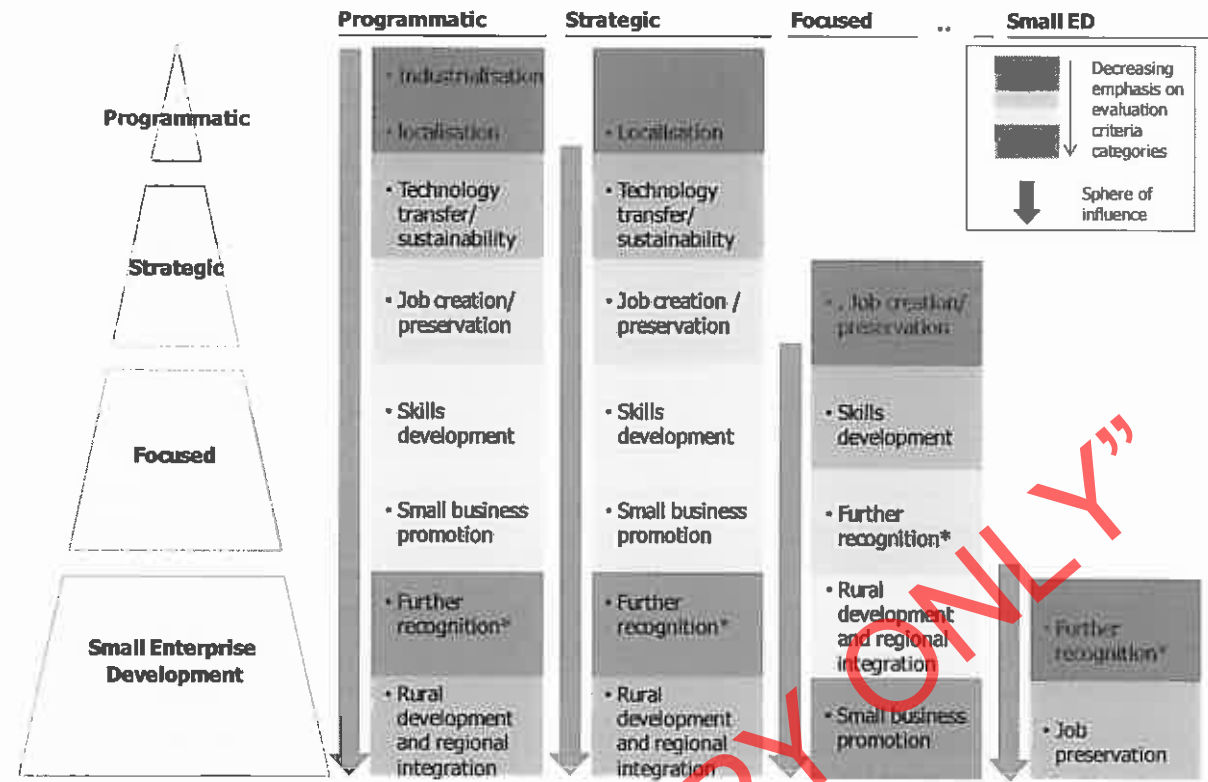


Figure 2: Transnet value capture through supplier influence

Programmatic

The strategic objective of "Programmatic transactions" is to assist Government to achieve its industrialisation objectives through the development of the local supplier base, in order to increase the cost efficiency of SOE procurement, support and maintenance programmes. In order to satisfy this objective a number of focus areas and key outcomes have been identified:

PROGRAMMATIC FOCUS AREAS -

- Technology transfer
- Skills development related to the manufacturing process and the industry
 - Development of new technology and innovation
 - Investment in plant
 - Development of local companies aligned to empowerment objectives

KEY OUTCOMES -

- Industrialisation/localisation
- Technology transfer
- Skills development

Strategic

The main objective of Strategic transactions is to leverage local downstream suppliers through large-scale SOE procurement in order to develop a competitive local supplier base. In response to these objectives the following are the specific focus areas and key outcomes applicable:

STRATEGIC FOCUS AREAS -

- Transfer of technology and innovation to local suppliers from foreign OEM's
- Skills development related to the industry
- Development of local companies aligned to empowerment objectives

KEY OUTCOMES -

- Localisation
- Increased technology transfer
- Skills development
- Job creation/preservation

Focused

Focused initiatives assist local suppliers to improve their performance, enhance their existing production and skills capabilities with emphasis being placed on benefiting previously disadvantaged individuals and rural development. In order to satisfy these objectives a number of focus areas and key outcomes have been identified:

FOCUSED FOCUS AREAS -

- Developing a local supplier base that supports preferential procurement outcomes
- Developing skills within the specific industry
- Creating opportunity for job preservation
- Reducing income inequality in specific regions

KEY OUTCOMES -

- Empowerment
- Skills development
- Rural development
- Job creation/preservation

Small Business Development

Enterprise Development (ED) objectives are centred around assisting local suppliers to improve their skills by placing increased emphasis on benefiting previously disadvantaged individuals and rural development in line with the Broad-Based Black Economic Empowerment (B-BBEE) strategy. The following focus areas and key outcomes have been identified:

SMALL BUSINESS DEVELOPMENT FOCUS AREAS -

- Providing small businesses with opportunities and preferential trading terms, increased focus on black woman-owned enterprises, focus on the youth, people with disabilities and region- specific initiatives
- Empowering previously disadvantaged individuals to create their own businesses resulting in quality job creation

KEY OUTCOMES -

- Empowerment
- Rural development
- Skills development

Job creation/preservation

Based on these focus areas and key outcomes, a Service Provider would need to actively focus on the quadrant-specific requirements in order to maximise the potential commercial benefit for Transnet, South Africa and themselves. In doing so value can be created across all lines of reporting resulting in continued relations.

SUPPLIER DEVELOPMENT CATEGORY DEFINITIONS AND HIGH LEVEL DESCRIPTIONS

Industrialisation

Refers specifically to industrial capability building that will result in globally leading capabilities developed within South Africa.

Criteria	Description
Value of investment in plant	Quantification of the monetary value invested in machinery, equipment and/or buildings as a result of this RFP
Percentage of local content utilised in the investment of plant	Percentage value invested in machinery, equipment and/or buildings that are sourced from local companies
Reduction in import leakage	A percentage indication of the increase in locally supplied products and therefore the resultant decrease in imports as a result of the award of a contract
Potential increase in export content	The percentage increase in exports that will result from increased industrial capability locally in relation to the award of a contract

Localisation

Refers specifically to industrial capability building that focuses on value-add activities of the local industry through manufacturing or service-related functions.

Criteria	Description
Percentage local content	Planned use of local parts as a percentage of the total contracted items
Value of local parts in relation to a bill of materials	Planned monetary value of the local parts utilised in a bill of materials (as a percentage of the total spend)
Value spent on local suppliers	Planned percentage monetary value spend on procurement of goods and services from SA suppliers
Number of local suppliers in the supply chain	Number of South African suppliers that are to be utilised in the fulfilment of a contract

Technology transfer/sustainability

Technology improvements are intangible assets with significant economic value. The Service Provider will be measured on its plan to transfer knowledge and IP to contribute towards capability building of the local supply base, which ultimately leads to improved efficiency and capability. Plans to assist in this by a Service Provider must be assessed to enable the local supply base to potentially export its newly-acquired technological know-how, thereby decreasing capital leakage.

Criteria	Description
Technology transfer including: <ul style="list-style-type: none"> ➤ Methods of manufacturing ➤ Introduction of new technologies ➤ IP transfer (number and value) 	<ul style="list-style-type: none"> ➤ Introduction of a new/improved method of manufacturing ➤ Provision of new technologies: <ul style="list-style-type: none"> ○ For processes ○ ICT ➤ The provision of patents, trademarks, and copyrights
Number of local suppliers to be evaluated for integration into the OEM supply chain	An indication of the number of South African suppliers that an OEM/Service Provider plans to evaluate for possible inclusion into its supply chain, should it meet the requirements

Skills development

Indicates the company's commitment to education and whether that fits in with targeted groups (artisans, technicians, etc.). Consideration needs to be directed towards the adequate quality and value of skills so developed in order to allow for better evaluation in line with Government's objectives.

Criteria	Description
Number of downstream supply chain individuals to be trained including: <ul style="list-style-type: none"> • Number of artisans trained • Number of technicians trained • Number of black people trained • Total number of people trained 	Number of individuals that the Service Provider plans to train in the local industry over the contract period; training undertaken in the previous year will be taken into account
Number of company employees to be trained	Number of individuals within the company (in South Africa) that the Service Provider plans to train over the contract period; training undertaken in the previous year will not be taken into account as past employee training appears in the skills development pillar of the B-BBEE scorecard; criteria broken down as for industry training above
Certified training (yes/ no)	Compliance with local and/or international skills accreditation
Rand value spent on training	Total planned monetary value spend (as a % of contract value) on skills development/training for the contract period within the industry; money spent in the previous year will be included in year 1 to make allowance for Service Providers who have just completed a training drive within the industry
Number of bursaries/ scholarships (specify field of study)	The number of higher education bursaries/scholarships provided in the previous year and planned for the length of the contract
Number of apprentices (sector must be specified)	The number of apprentices that the Service Provider plans to enlist during the course of the

Criteria	Description
	contract
Investment in Schools in specific sectors e.g. engineering	The monetary value that the Service Provider is prepared to invest in the development and running of schools to increase technical skills development

Job creation/preservation

Allows assessment of Government's objectives to increase labour absorption, focusing on unskilled workers and the youth.

Criteria	Description
Number of jobs created including:	Number of jobs to be created during the period of the contract
<ul style="list-style-type: none"> ➤ New skilled jobs created 	<ul style="list-style-type: none"> ➤ Jobs for people who have undergone training in and/or outside the work environment and are in possession of a minimum level of secondary qualification
<ul style="list-style-type: none"> ➤ New unskilled jobs created 	<ul style="list-style-type: none"> ➤ Jobs for people who have not undergone any formal training or from whom no minimum level of education is required
<ul style="list-style-type: none"> ➤ Number of jobs created for youth 	<ul style="list-style-type: none"> ➤ Jobs created for individuals aged 16 – 30 years

Small business promotion

These criteria give an indication of the Service Provider's commitment to developing small business in line with NGP and B-BBEE requirements.

Criteria	Description
Percentage procurement from: <ul style="list-style-type: none"> • QSEs • EMEs • Start-ups 	Refers to the planned procurement from small business as a % of the total planned procurement spend
Non-financial support provided to small business	Service Providers will be credited for each non-financial ED support that they are planning to give to small business e.g. Professional support; employee time allocated to assisting small business
Financial support provided to small business	Service Providers will be credited for each financial ED support initiative that they are planning to undertake during the contract period e.g. Shorter payment terms; interest free loans
Joint ED initiatives with Transnet	The number of ED initiatives that the Service Provider will jointly run with Transnet: <ul style="list-style-type: none"> • That are aligned to Transnet's objectives • That are non-financial in nature

Rural development/integration

The Service Provider's planned use of local labour and business will contribute to Governments NGP objectives and result in supply chain efficiencies. Commitment to rural development will result in the alleviation of poverty and thereby contribute to development objectives. The development must be sustainable in order to have a long-term and meaningful impact.

Criteria	Description
Number of local employees	Number of people employed from within the town/city of operation
Value spent on local business	Monetary value spent on business within the town/city of operation
Proximity of business to operations	The locality of the business in relation to operations, preference is given for regional (provincial) locality
Number of rural businesses to be developed	The number of rural businesses that the Service Provider plans to develop as a result of the contract
Value of development to local community (sustainable)	The monetary value spent on rural community development that will result in long-term social improvements

Market Intelligence Assistance

Service Providers with limited knowledge of the local market, supply base and its capabilities may require assistance in identifying local suppliers and the development needs in order to develop its SD proposal. The United Nations Industrial Development Organisation (UNIDO) supplies a benchmarking service in South Africa which will be able to assist Service Providers in identifying potential local suppliers with which to work. In addition, this service will provide insight as to the type of support that these local suppliers require in order to become more competitive. UNIDO's benchmarking tool gives insight into the performance levels being seen in Service Providers' businesses and the practices used to deliver the products or services being offered. The benchmarking tool focuses on:

Performance data relating to -

FINANCIAL PERFORMANCE

CUSTOMER DATA

PROCESSES

LEARNING & GROWTH

Company's current business situation -

PLANS FOR THE BUSINESS AND CAPABILITIES TO MANAGE THEIR FULFILMENT

ABILITY TO GENERATE BUSINESS

EMPLOYEE RELATIONSHIPS

DEVELOPING NEW MARKETS

DEVELOPING PRODUCTS AND SERVICES

MANAGING MONEY

The UNIDO benchmarking tool provides a basic framework through which an understanding of the South African market can be established. Whilst the list of criteria may not be exhaustive, Service Providers are free to meet with UNIDO to further understand how they can work together to develop a deeper understanding of the market and the SD opportunities available.

GOVERNMENT POLICY DOCUMENTS

NIPP http://www.thedti.gov.za/industrial_development/nipp.jsp
IPAP2 <http://www.thedti.gov.za/DownloadFileAction?id=561>
CSDP <http://www.dpe.gov.za/res/transnetCSDP1.pdf>
NGP <http://www.thepresidency.gov.za/pebble.asp?relid=2323>

OTHER REFERENCE WEBSITES

References	Website
Department of Public Enterprise (DPE)	www.dpe.gov.za
United Nations Industrial Development Organisation (UNIDO)	www.unido.org/spx

GLOSSARY OF WORDS

Broad-Based Black Economic Empowerment (B-BBEE)	A South African legal requirement that require all entities operating in the South African economy to contribute to empowerment and transformation
Enterprise Development (ED)	An element contained within the B-BBEE scorecard whereby a Measured Entity can receive recognition for any Qualifying Enterprise Development Contributions towards Exempted Micro-Enterprises or Qualifying Small Enterprises which are 50% black owned or 30% black woman owned. Enterprise Development Contributions consists of monetary and non-monetary, recoverable and non-recoverable contributions actually initiated in favour of a beneficiary entity by a measured entity with the specific objective of assisting or accelerating the development, sustainability and ultimate financial independence of the beneficiary. This is commonly accomplished through the expansion of a beneficiaries financial and/ or operation capacity.
Industrial Policy Action Plan II (IPAPII)	The implementation plan for the National Industrial Policy Framework (NIPF) which details key action plans (KAPs) and timeframes for the implementation of industrial policy actions in line with the NIPF.
Integrated Supply Chain Management (iSCM)	Refers to an integrated "one supply chain management" strategy within Transnet which has been developed with Centres of Excellence (COEs) with cross-functional teams comprising divisional and corporate task team members, to deliver value through improved efficiencies and compliance with the regulatory environment.
New Growth Path (NGP)	Developed by the Economic Development Department tabled in January 2010 frames a new approach to unlocking economic growth by knitting together the IPAP2 as well as policies and programmes in rural development, agriculture and, sciences & technology, education, skills development, labour, mining and beneficiation, tourism and social development with the aim to target limited capital and capacity at activities that maximise the creation of decent work opportunities. Key indicators include: Quality job creation, Youth employment, Labour intensive growth, and Equity.

Original Equipment Manufacturer (OEM)	Refers to a manufacturing company that owns the intellectual property rights and patents for the equipment it sells and services
Socio-economic Development	Refers to development which addresses social and economic aspects such as job creation, poverty reduction and increased national value add and which not only focuses on the business's financial bottom line.
State Owned Enterprise (SOE)	Refers to Government-owned corporations. They are legal entities created, and owned, by Government to undertake commercial activities on behalf of an owner Government, and are usually considered to be an element or part of the state. They are established to operate on a commercial basis.
Supplier Development (SD)	Improving the socio-economic environment by creating competitive local suppliers via Enterprise Development, CSDP and other initiatives such as Preferential Procurement. This results in a supply base that can eventually be competitive to market its goods on the international market leading to increased exports.
United Nations Industrial Development Organisation (UNIDO)	A specialised agency of the United Nations. Its mandate is to promote and accelerate sustainable industrial development in developing countries and economies in transition, and work towards improving living conditions in the world's poorest countries by drawing on its combined global resources and expertise.

ANNEXURE B
Supplier Development Plan Table

SD Category Tender Requirement	Tender Requirement Criteria	Description	Detailed Description of Bidder's Supplier Development (SD) Proposal	Estimated National Value Add (ZAR)
Job Creation / Preservation	No. of jobs created with emphasis on black youth and people with disabilities (focus area : jobs created in local community)	The increase in the number of jobs, as a result of the award of business from Transnet.		
		The number of jobs that are preserved as a result of the award of business is also taken into consideration		
Skills Development	Number of employees trained to be evaluated on basis of man hours of training	Future skills transfer within the industry, with an emphasis on the accumulation of the knowledge and experience, which will occur as a result of the transaction.		
Small Business Promotion	Percentage Procurement from: • QSE's • EME's • Start-ups Non-Financial Support provided to small business	The encouragement of growth and expansion of emerging microenterprises, qualifying small enterprises and start-ups through procurement and support mechanisms provided by the potential Consultant.		
		Service Providers will be credited for each non-financial ED support that they are planning to give to small business e.g. Professional support; employee time allocated to assisting small business		

Signed

Date

Name

Position

Tenderer

“PREVIEW COPY ONLY”

T2.2-43 : REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

I / We _____ do hereby certify that
I/we have/have not been found guilty during the preceding 5 (five) years of a serious breach of law,
including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or
other administrative body. The type of breach that the Respondent is required to disclose excludes
relatively minor offences or misdemeanours, e.g. traffic offences.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

DATE OF BREACH: _____

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Respondent
from the bidding process, should that person or company have been found guilty of a serious breach of
law, tribunal or regulatory obligation.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

C1.1 Form of Offer & Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

INSTALLATION OF A PYROSHIELD CLEAN AGENT GAS FIRE SUPPRESSION SYSTEM AT THE MAIN INTAKE SUBSTATION, WORKSHOP 17 AND NO.1 QUAY MAIN SUBSTATION IN THE PORT OF PORT ELIZABETH

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 14% is	R
The offered total of the Prices inclusive of VAT is	R
(in words)	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the
tenderer:

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

for the
Employer

Transnet SOC Ltd
Bellville Square, off Modderdam
Behind Transnet Park, Bellville South

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf of *(Insert name and address of organisation)*

Transnet SOC Ltd
 Bellville Square, off Modderdam
 Behind Transnet Park, Bellville South

Name & signature of witness

Date

C1.2 Contract Data

Part one - Data provided by the Employer

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option and secondary Options	B: Priced contract with bill of quantities W1: Dispute resolution procedure X7: Delay damages X16: Retention
	of the NEC3 Engineering and Construction Contract June 2005 (with amendments June 2006) ¹	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/00090/30)
	Address	Registered address: Carlton Centre 150 Commissioner Street Johannesburg 2001
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Freight Rail RME Bellville Square Off Modderdam Road, Behind Transnet Park Bellville South 7533
		Postal Address: P.O. Box 338 Kasselsvlei 7535
	Tel No.	(021) 940 1800
	Fax No.	(021) 940 1940
10.1	The <i>Project Manager</i> is: (Name)	Phoebus Quantoi

¹ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009

	Address	Transnet Freight Rail RME, 85 Burman Road, Deal Party, Port Elizabeth
	Tel	(041) 507 6129
	Fax	(041) 507 6017
	e-mail	phoebus.quantoi@transnet.net
10.1	The <i>Supervisor</i> is: (Name)	Putumani Mbambe
	Address	Freight Rail, Precast Building, Saldanha
	Tel No.	(041) 507 6129
	Fax No.	(041) 507 6017
11.2(13)	The <i>works</i> are	Installation of a pyroshield clean agent gas fire suppression system at the Main Intake Substation, Workshop 17 and No.1 Quay Main Substation
11.2(14)	The following matters will be included in the Risk Register	1. Operational Area 2. Working at Heights
11.2(15)	The <i>boundaries of the site</i> are	Port of Port Elizabeth
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 week
2	The Contractor's main responsibilities	No additional data is required for this section of the <i>conditions of contract</i> .
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	4 (four) months from award
31.2	The <i>starting date</i> is.	Contract Date
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	

4	Testing and Defects	
42.2	The <i>defects date</i> is	26 (twenty six) weeks after Completion of the whole of the works.
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	10th (tenth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of the Standard Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	<p>the cumulative rainfall (mm)</p> <p>the number of days with rainfall more than 10 mm</p> <p>the number of days with minimum air temperature less than 0 degrees Celsius</p> <p>the number of days with snow lying at 08:00 hours South African Time</p> <p>and these measurements supplied by the South African Weather Services</p> <p>The place where weather is to be recorded (on the Site) is:</p> <p>The nearest weather recording to Port of Port Elizabeth</p> <p>The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:</p> <p>at the nearest weather recording to the Site and which are available from the South African Weather Services</p> <p>and which are available from:</p> <p>Pretoria Weather Bureau 012 367 6023 or info3@weathersa.co.za.</p>
7	Title	No additional data is required for this section of the <i>conditions of contract</i>.

8 Risks and insurance

84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *works*, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is

Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is

The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

84.2 The insurance against loss of or damage to the *works*, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:
 Blanket Principal Controlled Insurance (BPCI),
 Principal Controlled Insurance (PCI),
 Principal Controlled Contractors Liability Insurance,
 Principal Controlled Insurance One-off; and
 Project Specific Insurance

Select one	
BPCI	
PCI	
PCI Liab only	<input checked="" type="checkbox"/>
PCI One Off	
PSI	

84.2 The *Employer* provides these insurances from the Insurance Table

1 Insurance against:

Loss of or damage to the *works*, Plant and Materials is as stated in the Blanket Principal Controlled Insurance policy for Contract Works / Public Liability.

Cover / indemnity:

to the extent as stated in the Blanket Principal Controlled insurance policy for Contract Works / Public Liability

The deductibles are:

as stated in the Blanket Principal Controlled insurance policy for Contract Works / Public Liability (Blanket Principal Controlled Insurance)

2 Insurance against:

Loss of or damage to property (except the *works*, plant, materials & equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising out of or in connection with the performance of the Contract as stated in the Blanket Principal Controlled insurance policy for Contract Works / Public Liability

	Cover / indemnity	Is to the extent as stated in the Blanket Principal Controlled insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the Blanket Principal Controlled insurance policy for Contract Works / Public Liability
84.2	3 Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the Blanket Principal Controlled insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the Controlled insurance policy for Contract Works / Public Liability
	Cover / indemnity:	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are:	The deductibles are as stated in the Blanket Principal Controlled insurance policy for Contract Works/Public Liability
	4 Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover/Indemnity:	Cover/Indemnity is to the extent provide by the SASRIA coupon
	The deductibles are:	As per the Sasria coupon
84.2	The Contractor provides these additional insurances.	<p>1 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5,000,000</p> <p>2 The insurance coverage referred to in 1 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer to submit to the Project Manager the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the Contractor</p>
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i> .

10	Data for main Option clause	
B	Priced contract with bill of quantities	
60.6	The <i>method of measurement</i> is	As indicated in the measurement clauses of SANS 1200 and amended as stated in the preambles to the bill of quantities
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> .
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is The place where arbitration is to be held is The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa) Port of Port Elizabeth The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X7	Delay damages (but not if Option X5 is also used)	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R 1000.00 per day
X16	Retention	
X16.1	The <i>retention free amount</i> is	R0.00
	The <i>retention percentage</i> is	10% on all payments certified.

C1.2 Contract Data

Part two - Data provided by the Contractor

The tendering contractor is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006) and the relevant parts of its Guidance Notes (ECC3-GN)² in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 152 to 154 of the ECC3 Guidance Notes.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The Contractor is (Name): Address Tel No. Fax No.	
11.2(8)	The direct fee percentage is _____ % The subcontracted fee percentage is _____ %	
11.2(18)	The working areas are the Site and	Port of Port Elizabeth
24.1	The Contractor's key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	CV's (and further key persons data including CVs) are appended to Tender Schedule entitled T2.2-7.
11.2(3)	The completion date for the whole of the works is	4 (four) months from award

² Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009

11.2(14)	The following matters will be included in the Risk Register	T2.2-3		
31.1	The programme identified in the Contract Data is	T2.2-2		
B	Priced contract with bill of quantities			
11.2(21)	The <i>bill of quantities</i> is in	C2.2		
11.2(31)	The tendered total of the Prices is			(in figures)
				(in words), excluding VAT
	Data for Schedules of Cost Components		<i>Note "SCC" means Schedule of Cost Components starting on page 56 of ECC3, and "SSCC" means Shorter Schedule of Cost Components starting on page 59 of ECC3.</i>	
B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:			%
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is			% (state plus or minus)
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	3
C2.2	<i>The bill of quantities</i>	10

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C2.1 Pricing instructions: Option B

1. The conditions of contract

1.1. How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 (ECC3) Option B states:

Identified and defined terms	11	
	11.2	(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration. (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events. (28) The Price for Work Done to Date is the total of <ul style="list-style-type: none">the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate anda proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed. <p>Completed work is work without Defects which would either delay or be covered by immediately following work.</p> <p>(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.</p>

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

1.2. Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

1.3. Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (June 2005) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

Historically bill of quantities based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC3 caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment

applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

2. Measurement and payment

2.1. Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum ¹	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

2.2. General assumptions

¹ Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

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C2.2 the *bill of quantities*

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MAIN INTAKE SUBSTATION

PRICE LIST FOR THE PYROSHIELD CLEAN AGENT GAS FIRE SUPPRESSION SYSTEM

All quantities to be extracted from the sprinkler design drawing CMP-TCP-FS 001/F and CMP-TCP-FS 002/F. See Clause 7 of the Scope of Work for a list of the drawings

All indirect costs such as mark up, overheads, profit, etc. should be included in the rates priced below

Item	Description of Material	Unit	Qty	Rate	Amount
	PYROSHIELD GAS SYSTEM				
1	ASTM Heavy Grade Steel Pipe Sched 80 Seamless 50mm	m	200		R
	Sub Total				R
2	3000lb Rated Fittings				
	Elbows Screwed 50mm	No.	35		R
	Tees Screwed 50mm	No.	32		R
	Sockets Screwed 50mm	No.	6		R
	Unions Screwed 50mm	No.	10		R
	Sub Total				R

MAIN INTAKE SUBSTATION

Item	Description of Material	Unit	Qty	Rate	Amount
3	Gas Cylinders				
	Pyroshield 80L cylinders (complete with manifold, brackets, dischrge line etc.)	No.	60		R
	Pyroshield gas discharge nozzles	No.	34		R
4	Room Integrity Test				
	3 x Tests to be conducted per room	No.	6		R
5	Sundries				
	Fasteners, signage etc.	sum			R
6	Labour				
	Manufacture & Installation normal hours	hrs			R
	Sub Total				R
	ANALOGUE ADDRESSABLE DETECTION				
7	2 Loop expandable addressable fire control panel	No.	1		R
	Addressable gas control unit	No.	2		R
	Addressable gas status unit	No.	4		R
	Detector base	No.	38		R
	Ionisation smoke detector	No.	19		R
	Optical smoke detector	No.	19		R
	Alarm bell	No.	2		R
	Exit signs	No.	6		R
	Combination sounder strobe	No.	9		R
	12V 7Amp/hr batteries	No.	2		R
	SABS Approved fire cable	m	400		R
	20mm Bosal conduit complete with saddles and junction boxes	m	300		R
	Sundries (jointing, fasteners, signage, etc.)	sum			R
8	Labour				
	Installation normal hours	hrs			R
	Sub Total				R
9	Airconditioning Dampers				
	(Fire contractor to sub contract to airconditioning contractor) As per clarification meeting on site	sum			R
	Sub Total				R

MAIN INTAKE SUBSTATION

Summary	Amount
Total for Item No. 1	R
Total for Item No. 2	R
Total for Items No. 3 + 4 + 5 + 6	R
Total for Items No. 7 + 8	R
Total for Item No. 9	R
Main Intake Substation Total Excluding VAT Carried Forward to Final Summary	R

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NO.1 QUAY MAIN SUBSTATION

PRICE LIST FOR THE PYROSHIELD CLEAN AGENT GAS FIRE SUPPRESSION SYSTEM

All quantities to be extracted from the sprinkler design drawing CMP-TCP-FS 001/F and CMP-TCP-FS 002/F. See Clause 7 of the Scope of Work for a list of the drawings

All indirect costs such as mark up, overheads, profit, etc. should be included in the rates priced below

Item	Description of Material	Unit	Qty	Rate	Amount
	PYROSHIELD GAS SYSTEM				
1	ASTM Heavy Grade Steel Pipe Sched 80 Seamless 50mm	m	210		R
	Sub Total				R
2	3000lb Rated Fittings				
	Elbows Screwed 50mm	No.	34		R
	Tees Screwed 50mm	No.	35		R
	Sockets Screwed 50mm	No.	6		R
	Unions Screwed 50mm	No.	10		R
	Sub Total				R

NO.1 QUAY MAIN SUBSTATION

Item	Description of Material	Unit	Qty	Rate	Amount
3	Gas Cylinders				
	Pyroshield 80L cylinders (complete with manifold, brackets, dischrge line etc.)	No.	60		R
	Pyroshield gas discharge nozzles	No.	34		R
4	Room Integrity Test				
	3 x Tests to be conducted per room	No.	6		R
5	Sundries				
	Fasteners, signage etc.	sum			R
6	Labour				
	Manufacture & Installation normal hours	hrs			R
	Sub Total				R
ANALOGUE ADDRESSABLE DETECTION					
7	2 Loop expandable addressable fire control panel	No.	1		R
	Addressable gas control unit	No.	2		R
	Addressable gas status unit	No.	4		R
	Detector base	No.	40		R
	Ionisation smoke detector	No.	20		R
	Optical smoke detector	No.	20		R
	Alarm bell	No.	2		R
	Exit signs	No.	8		R
	Combination sounder strobe	No.	8		R
	12V 7Amp/hr batteries	No.	2		R
	SABS Approved fire cable	m	400		R
	20mm Bosal conduit complete with saddles and junction boxes	m	300		R
	Sundries (jointing, fasteners, signage, etc.)	sum			R
	8	Labour			
Installation normal hours		hrs			R
	Sub Total				R
9	Airconditioning Dampers	sum			R
	(Fire contractor to sub contract to airconditioning contractor) As per clarification meeting on site				
	Sub Total				R

NO.1 QUAY MAIN SUBSTATION

Summary	Amount
Total for Item No. 1	R
Total for Item No. 2	R
Total for Items No. 3 + 4 + 5 + 6	R
Total for Items No. 7 + 8	R
Total for Item No. 9	R
No.1 Quay Main Substation Total Excluding VAT Carried Forward to Final Summary	R

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WORKSHOP 17 SUBSTATION

PRICE LIST FOR THE PYROSHIELD CLEAN AGENT GAS FIRE SUPPRESSION SYSTEM

All quantities to be extracted from the sprinkler design drawing CMP-TCP-FS 001/F and CMP-TCP-FS 002/F. See Clause 7 of the Scope of Work for a list of the drawings

All indirect costs such as mark up, overheads, profit, etc. should be included in the rates priced below

Item	Description of Material	Unit	Qty	Rate	Amount
	PYROSHIELD GAS SYSTEM				
1	ASTM Heavy Grade Steel Pipe Sched 80 Seamless 50mm	m	66		R
	Sub Total				R
2	3000lb Rated Fittings				
	Elbows Screwed 50mm	No.	22		R
	Tees Screwed 50mm	No.	9		R
	Sockets Screwed 50mm	No.	2		R
	Unions Screwed 50mm	No.	4		R
	Sub Total				R

WORKSHOP 17 SUBSTATION

Item	Description of Material	Unit	Qty	Rate	Amount
3	Gas Cylinders				
	Pyroshield 80L cylinders (complete with manifold, brackets, discharge line etc.)	No.	9		R
	Pyroshield gas discharge nozzles	No.	9		R
4	Room Integrity Test				
	3 x Tests to be conducted per room	No.	6		R
5	Sundries				
	Fasteners, signage etc.	sum			R
6	Labour				
	Manufacture & Installation normal hours	hrs			R
	Sub Total				R
	ANALOGUE ADDRESSABLE DETECTION				
7	2 Loop expandable addressable fire control panel	No.	1		R
	Addressable gas control unit	No.	2		R
	Addressable gas status unit	No.	1		R
	Detector base	No.	17		R
	Ionisation smoke detector	No.	9		R
	Optical smoke detector	No.	8		R
	Alarm bell	No.	2		R
	Exit signs	No.	3		R
	Combination sounder strobe	No.	5		R
	12V 7Amp/hr batteries	No.	2		R
	SABS Approved fire cable	m	200		R
	20mm Bosal conduit complete with saddles and junction boxes	m	100		R
	Sundries (jointing, fasteners, signage, etc.)	sum			R
8	Labour				
	Installation normal hours	hrs			R
	Sub Total				R
9	Airconditioning Dampers				
	(Fire contractor to sub contract to airconditioning contractor) As per clarification meeting on site	sum			R
	Sub Total				R

WORKSHOP 17 SUBSTATION

Summary	Amount
Total for Item No. 1	R
Total for Item No. 2	R
Total for Items No. 3 + 4 + 5 + 6	R
Total for Items No. 7 + 8	R
Total for Item No. 9	R
Workshop 17 Substation Total Excluding VAT Carried Forward to Final Summary	R

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FINAL SUMMARY	Page No.	Amount
MAIN INTAKE SUBSTATION	3	R
NO.1 QUAY MAIN SUBSTATION	6	R
WORKSHOP 17 SUBSTATION	9	R
<p>Total Excl. Vat Carried Forward to C1.1 Form of Offer and Acceptance</p>		R

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Part 3 : Scope of Work

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Annexure 1	HAS-STD-001 Health and Safety Specification	83
Annexure 2	ENV-STD-001 Standard Environmental Specification	14
Annexure 3	ENV-STD-002 Construction Environmental Plan	33
Total number of pages		161

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C3.1 Works Information

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1. Description of the Works

1.1 Executive Overview

The *works* include for the installation of a Pyroshield Clean Agent Gas Fire Suppression System for the **Main Intake Substation, No.1 Quay Main Substation and Workshop 17 Substation** at the Port Elizabeth Harbour. The scope of the work to be carried out by the *Contractor* shall include, but not be limited to the work as summarised below.

- Installation of a Pyroshield Clean Agent Gas Fire Suppression System with,
- Smoke Detection System

1.2 Employer's Objectives

It is the objective of the *Employer* to achieve completion of the above works as soon as possible whilst still maintaining the highest quality and safety standards.

1.3 Interpretation and Terminology

If required include here definitions additional to those used in the conditions of contract which are required only for the purpose of making the Works Information easier to draft and read. Also list abbreviations used and provide a full interpretation of each one, for example:

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
EO	Environmental Officer
QA	Quality Assurance
SANS	South African National Standards
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator

2. Management and Start Up

2.1 Management Meetings

The *Contractor* shall attend management meetings at the *Project Manager's* request. It is envisaged that at least one monthly contract management meeting. The *Contractor* will also be required to attend a safety meeting once a month. The *Contractor* will also attend a kick off meeting and a close off meeting. The *Contractor* will be required to present all relevant information including early warnings of compensation events, quality plans, schedules, (including progress) subcontractor management, and health, environmental and safety issues at such meetings

All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

2.2 Documentation Control

The *Contractor* shall submit all documentation complying with the *Employer's* standards and requirements. The *Employer* will issue all relevant documentation and drawings, including revisions, to the *Contractor*, but control, maintenance and handling of these documents will be the *Contractor's* sole responsibility and at its expense, and managed with a suitable document control system.

2.3 Safety Risk Management

2.3.1 General

The *Contractor's* attention is directed to the Health and Safety Specification HAS-STD-001, and in particular to his Health & Safety Program, which must be submitted with his tender, as well as the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and Regulations issued in terms thereof or un-repealed regulations issued in terms of the former Act no. 6 of 1983, in their entirety.

Without derogating from the Act or any un-repealed regulations issued in terms of legislation, or without purporting to limit the Contractor's responsibilities, the following are brought to the Contractor's attention:

- (a) For the purpose of the Act the site/s, to be demarcated as agreed to between the *Contractor* and the *Project Manager* before the works start, will be transferred to the control of the *Contractor* for the duration of the contract.
- (b) The *Contractor* shall appoint a health and safety coordinator to liaise at least fortnightly with the *Project Manager* on matters pertaining to occupational health and safety.
- (c) The *Contractor* is an 'employer' in his own right as defined in Section 1 of the Act 85 of 1993 and he shall fulfil all his obligations as an employer in terms of the Act.

- (d) The *Contractor* shall furnish the *Project Manager* with full particulars of any Sub-Contractor which he may involve in the contract and the Sub-Contractor shall be made aware of all the clauses in this contract pertaining to health and safety.
- (e) The *Contractor* shall advise the *Project Manager* of any hazardous or potentially hazardous situation, which may arise from, work being performed either by the *Contractor* or Sub-Contractor.
- (f) A letter of good standing in terms of Section 80 (*Employer* to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Deceases Act 1993 (Act 130 of 1993), must also be furnished.
- (g) The *Contractor* shall comply with the current Transnet Specification HAS-STD-001, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations, and shall, before commencement with the execution of the Contract, which shall include site establishment and delivery of construction plant, equipment or materials, submit to the *Project Manager*:
- documentary proof of his procedural compliance with the Act, and
 - particulars of the Health and Safety Program to be implemented on the site in accordance with the Transnet Specification HAS-STD-001.
 - The *Contractor's* Health and Safety Program will be subject to agreement by the *Project Manager*, who may order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the *Contractor* with his obligations as an employer in terms of the Act.
- (h) All clauses in this contract pertaining to health and safety form an integral part of this contract and if not complied with may be construed as breach of contract entitling the *Employer* to the appropriate remedies.

NB: The *Contractor* and his employees shall have valid safety inductions and medical certificates when accessing or working on site. Copies of which shall be submitted to the *Employers Representative*. This will be at a time and location Transnet will arrange.

2.3.2 Hazard Identification and risk assessment

The *Contractor's* appointed Site Representative and the *Project Manager* shall finalize a site-specific HIRA (Hazard Identification and Risk Assessment) document, on the day of site handover to the *Contractor*. This site-specific HIRA document, based on a continuous HIRA, must cover site-specific hazards and the safe management of these hazards. The HIRA document must be signed by the abovementioned representatives as well as the Depot Safety Manager, and be accepted by the *Project Manager*, before any construction work can commence.

2.3.3 Substance abuse

The OHS Act (Act 85 of 1993) clearly states in the Safety Regulations no. 2A "INTOXICATION" **An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace".** Transnet Freight Rail RME enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.

2.3.4 Safety meetings

The *Contractor* shall ensure that a safety representative is appointed and regular safety meetings are held. Written minutes of these safety meetings shall be forwarded to the *Project Manager*. All costs related to the safety aspects required under this contract will be carried by the *Contractor's* and therefore be covered under the rates tendered.

- NB: The tendered amount shall include for all costs to confirm to the Health and Safety requirements.

2.4 Environmental Constraints and Management

All work is to be conducted in accordance with the principles of the National Environmental Management Act, 1998 (Act no. 107 of 1998) and accepted environmental good practices. The following documents, included in the Works Information, provide the minimum acceptable standards that shall be adhered to:

- Construction Environmental Management Plan ENV-STD-002 (CEMP)
- Standard Environmental Standard ENV-STD-001 (SES)
- Project Environmental Specification (PES)

The *Contractor* shall perform the works and all construction activities within the Site and Working Areas having due regard for the environment and environmental management practices.

The SES describes the minimal acceptable standard for environmental management for the range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, with which the *Contractor* must comply.

Alternative: The PES describes the specific environmental standards applicable to the *works* (the site and the working areas) as required by the relevant project environmental authorisations, and is supplementary to the SES. The PES may require higher minimal standards than those described in the SES.

The *Contractor* shall, as required by the CEMP, provide activity based environmental method statements for particular planned construction activities at the Site and/or Working Area and/or where requested by the Construction Manager or Environmental Manager.

Where relevant, the *Contractor* shall provide detailed method statements, as required by the suitably qualified and experienced SES and PES, within the timeframes as stipulated.

The *Contractor* shall appoint an Environmental Officer.

The contractor shall maintain records of checks, audits and environmental monitoring, as required by the CEMP, SES and PES.

2.5 Quality Management System

The *Contractor* shall, maintain, implement and demonstrate its use to the *Project Manager* (and/or the *Supervisor*) the documented Quality Management System to be used in the performance of the works. The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).

The *Contractor* shall comply with the requirements as stipulated in QM-STD-001, General Requirements for Suppliers and Contractors (latest revision).

The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC3 Clause 31.2 to include details of:

- Quality Plan for the contract
- Quality Policy
- Index of Procedures to be used
- A schedule of internal and external audits during the contract

The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.

The *Project Manager* indicates those documents required to be submitted for either information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the period for reply prior to such documents being used by the *Contractor*.

The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the works meet the standards stated in the Works Information.

2.6 Programming Constraints

2.6.1 General

The programme, progress reports, subsequent updates, revisions and supplementary programmes as detailed in this section are an essential part of the iPAS project control system used by the *Employer* for managing the Works and in monitoring the progress of the work under the Contract. The information and data provided by the *Contractor* pursuant to this procedure must therefore be reliable, accurate and timely in presentation.

2.6.2 Programme submission

As identified in the Contract Data Part 2, a program is to be submitted with the tender. This program shall comply with the requirements as indicated in the Works Information and with specific reference 31.2 of the NEC3 Engineering Construction Contract. The program shall be submitted in both hard and soft copy forms using a computer software package accepted by the *Project Manager*.

The preferred software package is Microsoft Projects.

2.6.3 Progress Reporting

To demonstrate the actual progress of the work under the Contract the *Contractor* shall, on a weekly basis, update and submit to the *Project Manager*;

a) The revised program, in the form of a three week look-ahead, that shall show two (2) separate bars for each activity as per i) and ii) below so as to enable a comparison of the actual progress with the first program;

- (i) the first programme activity bar, and
- (ii) the revised activity bar identifying the currently forecast start and finish dates of the activity, and the status (% complete of each activity)

b) the progress 'S curves' based on the latest Accepted Programme

c) Deviations of the "current" activity schedule from the "baseline" activity schedule together with the 'S curves' will form the basis for assessing progress and performance.

2.6.4 Progress monitoring and review

Monitoring and review of the progress of work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:

- percentage complete;
- forecast completion date;
- S-curves showing actual versus baseline figures;
- deviations from the Accepted Programme; and
- Actions required to remedy any deviations.

Weekly progress reviews shall be conducted to assist control of the work under the Contract. The *Contractor* shall provide this information upon request from the *Project Manager*, however any identified deviations shall be automatically reported to the *Project Manager*.

2.6.5 Monthly Status Report

The Contractor shall provide a written status report by the 20th of each month or such other reporting period as may be required by the *Project Manager* from time-to-time. The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.

As a minimum the report shall include:

- progress against the Accepted Programme;
- summary of progress achieved during the period using progress 'S curves';
- list of milestones achieved during the period;
- status of design, procurement, and off-site works;
- status of on-site works;
- deviations from the Accepted Programme and in particular, the forecast completion dates of activities which have or should have commenced;
- status of approvals;
- actual or anticipated problems with corresponding action plans to minimise the impact;
- summary of works planned for the following period, and
- Cash flow status versus the original forecast.

The progress report shall form the basis of the monthly progress meeting between the *Project Manager* and the *Contractor*.

2.7 Contractor's Management, Supervision and Key People

The *Contractor* shall provide an organogram showing his key people and their lines of authority and communication.

2.8 Insurance Provided by the Employer

Procedures for making insurance claims can be obtained from the *Project Manager*.

2.9 Contract Change Management

The standard reporting forms that shall be used will be provided to the *Contractor*.

No additional requirements apply to ECC3 Clause 60 series.

3. Engineering and the *Contractor's* Design

3.1 Employer's Design

3.1.1 The *Employer's* design for the works is:

The *Employer* under this contract is responsible for the design work for all the permanent works.

A suitable layout for the required Pyroshield Clean Agent Gas Fire Suppression System is indicated on the drawings.

The tender drawings shall be returned with the tender document and any deviations from the layout proposed by the *Contractor* shall be indicated thereon in RED.

In cases where air conditioning ducts, lights, etc., are installed in the space to be protected, the successful *Contractor* shall liaise with the *Project Manager* for any information before completing his detailed working drawings so as to ensure that the sprinkler system does not clash with any of the other services installed.

Approval by the *Project Manager* of the proposed detailed working drawings shall not reduce the *Contractor's* responsibility in respect of the accuracy of his dimensions and the clashing of the system with other services or elements.

The *Employer* supplies the following:

- Works Information
- Technical specifications
- Detail Drawings

3.2 Parts of the Works which the *Contractor* is to Design

3.2.1 The *Contractor* is to design the following parts of the works:

- All temporary works
- All other items required for the works

3.3 Procedure for Submission and Acceptance of *Contractor's* Design

3.3.1 The *Contractor* shall address the following procedures:

The *Contractor* submits details of his temporary works and all other items required for the works to the *Project Manager* for review and acceptance.

The *Contractor* shall submit to the *Project Manager* samples of all materials to be used in the *Works* and which are to be supplied by the *Contractor* for the approval of the *Project Manager* prior to their incorporation into the work. If accepted, the samples so submitted will be kept by the *Project Manager* as standards for the duration of the Contract. No materials inferior in quality, workmanship or appearance to the accepted samples shall be used.

All alternative materials not defined herein or SANS proposed by the *Contractor* shall be tested for acceptability by the *Contractor* and the results of the tests made available to the *Project Manager*. All such materials then require the approval of the *Project Manager*. The costs of the tests shall be borne by the *Contractor*.

The *Project Manager's* approval is required for any manufacturer's published instructions prior to their use by the *Contractor*.

3.4 Equipment required to be included in the works

3.4.1 None

4. Procurement

4.1 The *Contractor's* Invoices

4.1.1 When the *Project Manager* certifies payment (see ECC3 Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

4.1.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.

4.1.3 The invoice states the following:

- Invoice addressed to Transnet SOC Ltd
- Transnet Limited VAT No: 4720103177
- Invoice number
- The *Contractor's* VAT Number
- The Contract number CPT 1112476.005

4.1.4 The invoice contains supporting detail.

4.1.5 The invoice is presented either by post or by hand delivery.

4.1.6 Invoices submitted by post are addressed to:
Transnet Freight Rail RME
P.O. Box 338
Kasselsvlei
7535

For the attention of Phoebus Quantoi, Transnet Freight Rail RME

4.1.7 Invoices submitted by hand are presented to:

Transnet Freight Rail RME
Off Modderdam Road
Behind Transnet Park
Bellville South

For the attention of Phoebus Quantoi, Transnet Freight Rail RME

4.1.8 The invoice and statement are presented as originals. The originals must be in receipt by the *Project Manager* on or before the last working day of the month.

4.2 People

4.2.1 BBBEE and preferencing scheme

Points will be awarded to tenderers based on preferencing using the balanced Department of Trade and Industry (DTI) scorecard. The application of the Broad Based Black Economic Empowerment recognition levels and score preferencing points are as follows:

Contribution Level	Qualification Points on the generic scorecard	Broad-Based BEE Recognition Level	Preferencing Points Scored
Level 1	Greater than or equal to 100 points	135%	10
Level 2	Greater than or equal to 85 points but less than 100 points	125%	9
Level 3	Greater than or equal to 75 points but less than 85 points	110%	8
Level 4	Greater than or equal to 65 points but less than 75 points	100%	7
Level 5	Greater than or equal to 55 points but less than 65 points	80%	6
Level 6	Greater than or equal to 45 points but less than 55 points	60%	5
Level 7	Greater than or equal to 40 points but less than 55 points	50%	4
Level 8	Greater than or equal to 30 points but less than 40 points	10%	2
Non-compliant	Less than 30 points	0%	0

On the basis the *Contractor* with a BBBEE recognition level of 135% will achieve 10 points, and the points will be allocated accordingly on a pro-rata basis as per the table above.

In addition to the above, provision is made for the case where a *Contractor* has greater than 50% black ownership. In this instance, provided the requisite documentary evidence is supplied, the *Contractor* will then be awarded preference point's one level above that awarded based on the DTI scorecard. For example, a *Contractor* with > 50% black ownership obtaining a Level 6 contribution equating to 5 points will be awarded 6 preferencing points (Level 5).

Contractors claiming Preference Points must submit together with the tender document their BEE verification certificates issued by Accredited Verification Agencies or Verification Agencies that are in possession of a valid pre-assessment letter from the South African National Accreditation System (SANAS). Despite this provision, all verification certificates issued by non-accredited verification agencies before 31 January 2010 will remain valid for 12 month from the date of issue (Refer Government Gazette Notice No. 810 of 2009 – 31 July 2009).

Should the BBBEE rating not be provided, Transnet reserves the right to award no points and/or declare the tender void. Transnet also reserves the right to carry out an independent audit of the *Contractor's* scorecard components at any stage from the date of close of the tenders until completion of the contract.

4.3 Subcontracting

4.3.1 Preferred Subcontractors

The *Contractor* shall not appoint or bring subcontractors onto site without the prior approval of the *Project Manager*, and all subcontractors will be required to conform to the requirements as set out herein as if they were employees of the *Contractor*.

The *Contractor* shall not deviate from the accepted subcontractor's list without prior approval of the *Project Manager*.

4.3.2 Subcontract documentation, and assessment of subcontract tenders

The *Contractor* shall appoint his subcontractors under the NEC3 Engineering Contract Sub Contract unless accepted otherwise by the *Project Manager*.

4.4 Plant and Materials

The *Contractor* provides Plant and Materials for inclusion in the works in accordance with SANS 1200A sub-paragraph 3.1, unless otherwise stated elsewhere in the Works Information provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this Works Information or as may be subsequently instructed by the *Project Manager*.

Where Plant and Materials for inclusion in the works originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.

The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.

The *Contractor* provides all other Plant and Materials necessary for the works not specifically stated to be provided "free issue" by the *Employer*.

4.5 Marking Plant and Materials outside the Working Areas

The *Contractor* prepares and marks items of Plant and Materials outside the Working Areas with the *Contractors* Logo.

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5. Construction

5.1 Temporary works, Site Services & Construction Constraints

5.1.1 Employer's Site entry and security control, permits, and Site regulations

The Site is located within the Port Elizabeth Harbour and is also within a restricted area. Due to the sensitivity of the substation, no *Contractor* shall carry out their work unsupervised. The *Contractor* must be accompanied at all times during the installation process by the *Employers* Electrician. The *Project Manager* shall facilitate this process

The Contractor shall ensure the safe passage of traffic to and around the working areas at all times. This shall entail the provision of flagmen, protective barriers, lanterns, signs, etc. for protection, direction and control of traffic. No lights are to be fixed anywhere within the Port area without written approval from the *Project Manager*.

Access permits shall be made by the *Contractor* to a standard acceptable to the *Project Manager*, be allowed for within the *Contractor's* access control provision and shall include at least the following information:

- Company name and logo.
- Employees name and ID number.
- Date of issue and period of validity.
- Company details
 - ◆ *Telephone number*
 - ◆ *Fax number*
 - ◆ *E-mail address*

A construction site and lay down area will be made available, free of charge, to the *Contractor* for the duration of the Contract.

The construction site shall be clearly sign posted as being a construction camp and be compliant with the relevant prevailing safety regulations and restrictions that might be in place until the *Contractor* has de-established on site and this has been accepted by the *Project Manager* or his duly appointed representative.

5.1.2 Restrictions to Access on Site, hours of work, conduct and records

The working hours shall be in accordance with the requirements of the Department of Labour or with the agreement of the relevant trade unions. This information relating to working hours shall be supplied to the *Project Manager* prior to commencement of the proposed working hours.

The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

5.1.3 Health and safety facilities on Site

The provision of security for the *Contractor's* site establishment shall be his own responsibility.

Both the "Factories, Machinery and Building work Act (Act 22 of 1941) and the "Machinery and Occupational Safety Act (Act 6 of 1983)" shall, wherever they appear in the SANS 1200 standardized specifications, be substituted by the "Occupational Health and Safety Act (Act 85 of 1993)".

5.1.4 Title to Materials from Demolition and Excavation

Before any material arising from the demolitions is removed from site, the material must be offered to Transnet at no cost

5.1.5 Cooperating with and Obtaining Acceptance of Others

The *Contractor* shall not commit or permit any act that may interfere with the performance of the other parties operating in the area and shall carry out work in close liaison with the *Project Manager*.

5.1.6 Publicity and Progress Photographs

The *Contractor* shall obtain the permission and approval of the *Employer* before erecting any notice boards or using the details of the contract in any advertising media.

The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.

5.1.7 *Contractor's* Equipment

The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

5.1.8 Equipment Provided by the *Employer*

No equipment will be provided by the *Employer*.

5.1.9 Site Services and Facilities

The *Contractor* shall make his own arrangements for the supply of services such as electricity, potable water, ablutions, fire protection, lighting and all other services required for undertaking the *works*. The *Contractor* shall provide, maintain and finally remove proper portable latrines of sufficient number at his cost. Latrines shall be properly constructed and placed in suitable positions and maintained in a clean and sanitary working condition.

Where any of the above services can be made available by the *Employer*, the cost of meters, connections, reticulation and all other usage costs associated with the provision of services shall be to the *Contractor's* account. The applicable tariffs will be those that the Local Authority charges Transnet and shall be obtained by the *Contractor*.

5.1.10 Facilities Provided by the *Employer*

A Suitable construction site will be made available free of charge to the *Contractor* for the duration of the contract.

The site shall be clearly sign posted as being a construction site and shall be compliant with the relevant prevailing safety regulations and restrictions that might be in place until the *Contractor* has de-established from site and has been approved by the *Project Manager* or his duly appointed representative.

The layout of any construction site, if required, shall be submitted to the *Project Manager* for his approval before the *Contractor* starts erecting his camp

5.1.11 Facilities Provided by the *Contractor*

The Contractor shall make his own arrangements for the accommodation of all labour and comply with the requirements of the respective authorities.

No accommodation for the *Contractor's* and/or sub-contractor's employees will be available on site. No employee, with the exception of security watchmen, may, without written approval from the *Project Manager*, be accommodated on site.

The *Contractor* shall, at his own expense, provide for security and access to his construction sites as he may require. Control of access for construction plant onto public roads shall be in accordance with the requirements of the relevant roads authority and *Project Manager*.

No liability will be accepted by Transnet for the safekeeping of the *Contractor's* materials. The *Contractor* will not be required to provide any facilities for the use of the *Project Manager*.

5.1.12 Existing Premises, Inspection of Adjoining Properties and Checking Work of Others

The *Contractor* and the *Project Manager* will inspect the immediate surroundings and record any damage before work is started.

5.1.13 Underground services, other existing services, cable and pipe trenches and covers

The *Contractor* is required to liaise with the *Project Manager* and establish as accurately as possible, the location of the various existing services situated within the Works area and record all such information on a suitable "marked-up" drawing for reference at all times. No services drawings are to be supplied.

All existing services shall at all times be protected and/or barricaded where these maybe affected by the *Works* or where these may endanger the safety of personnel.

Should relocation of existing services be necessary, this will either be carried out by Transnet or the *Contractor* under day works rates where instructed by the *Project Manager* in writing. Should known services be damaged by construction, the cost of repairs will be for the *Contractors* account.

Where the *Contractor* damages a service due to negligence, he shall bear full cost of repairs to the service. These repairs will be carried out by the relevant authority, or at their discretion, by the *Contractor* to the satisfaction of the relevant authority.

5.1.14 Giving notice of work to be covered up

The *Contractor* shall give 24 hours notice to the *Supervisor* before covering any work.

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5.2 Completion, Testing, Commissioning and Correction of Defects

5.2.1 The Work to be done by the Completion Date

On or before the Completion Date the *Contractor* shall have done everything required to provide the *Works*. The *Employer* cannot certify Completion until all the work listed below has been done and is also free of Defects, which would have, in his opinion, prevented the *Employer* from using the *Works* and Others from doing their work.

5.2.2 Access Given by the *Employer* for Correction of Defects

The *Program Manager* arranges for the *Employer* to allow the *Contractor* access to and use of part of the *works* which he has taken over if they are needed for correcting a Defect. In this case the *defect correction period* begins when the necessary access and use have been provided.

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6. Plant and Materials Standards and Workmanship – Technical Specification for a Pyroshield Clean Agent Gas Fire Suppression System

6.1 General

This specification deals only with the general technical requirements for a Pyroshield Clean Agent Gas Fire Suppression System for the Main Intake Substation, No.1 Quay Main Substation and Workshop 17 Substation at Port Elizabeth Harbour.

6.2 Scope of work

The Main Intake Substation, No.1 Quay Main Substation and Workshop 17 Substation that is to be protected by means of a clean agent gas suppression system is existing structures and is currently used for their intended purposes.

6.2.1 Main Intake Substation

The existing Main Intake Substation is currently protected in the Transformer Room only. A proposed new Pyroshield Clean Agent Gas Suppression System is to be installed the 6,6kV and adjacent rooms, the 22kV and adjacent rooms to provide adequate protection in the entire substation. All areas within the Main Intake Substation will be monitored by an existing VESDA Air Sampling Smoke Detection System as the early warning system.

6.2.2 No. 1 Quay Main Substation

The existing No1 Quay Main Substation is currently protected in the Transformer Room only. A proposed new Pyroshield Clean Agent Gas Suppression System is to be installed in the 11kV and adjacent rooms, the 22kV and adjacent rooms to provide adequate protection in the entire substation. All areas within the No1 Quay Main Substation will be monitored by an existing VESDA Air Sampling Smoke Detection System as the early warning system.

6.2.3 Workshop 17 Substation

The Existing Workshop 17 Substation that is to be protected by means of a clean agent gas suppression system is an existing structure and is currently used for its intended purpose.

The Existing Workshop 17 Substation is currently unprotected. A proposed new Pyroshield Clean Agent Gas Suppression System is to be installed in this substation in all areas to provide adequate protection in the entire substation. All areas within the Existing Workshop 17 Substation will be monitored by an existing VESDA Air Sampling Smoke Detection System as the early warning system.

6.3 Technical Data

(a) Design Codes

SANS/ISO 14520 – Standard on Clean Agent Fire Extinguishing Systems

SANS 369 Part 1&2 – The Operation of Fire Protection Measures for Gaseous Extinguishing Systems

(b) Gas Cylinders

80L

(c) Density

1.41251 Kg/m³ @ 20°C

(d) Area of Operation

254m² floor area

1518m³ volume

(e) Maximum Spacing Between Discharge Nozzles

5m

(f) Charge Pressure (nominal)

185 bar @ 0°C

205 bar @ 20°C

240 bar @ 55°C

(g) Gas Density

1.0 (Air = 1)

(h) Molecular Weight

33.95

6.4 Design of a Pyroshield Clean Agent Gas System and Installation Standards

Only the highest standards of materials and workmanship will be accepted.

The SANS/ISO 14520 and SANS 369 Part 1&2 standards and rules shall apply. The entire installation shall comply in every respect with these "Rules" and it shall be the sole responsibility of the *Contractor* to obtain the **NMBM Fire & Safety Services** approval for the complete installation.

The tender must be based on the Consultants design, but at the time when the *Contractor* produces shop drawings, the *Contractor* shall submit a list of discrepancies between the consultant's design and the SANS "Rules".

Subsequently, should any part of the completed installation not comply with the **"Rules"** and thus not meet with **NMBM approval**, the *Contractor* shall make good such defects at their own cost.

6.5 System Operations

The system is Pyroshield total flooding, gaseous, clean agent, fire suppression system designed to provide a uniform concentration within the protected area and designed in accordance with clause 6.2 above.

The amount of Pyroshield to be provided shall be the amount required to obtain a uniform concentration for ten (10) minutes as required by the applicable **"Rules"** unless specified otherwise. The design concentration shall be 38.5% at the minimum expected temperature. The system shall be automatically actuated by cross zoned detection circuits. The detectors shall be alternated through the protected area with the system requiring two (2) detectors in alarm prior to automatic Pyroshield release.

The *Contractor* may submit a design based on full calculations, but the client is not bound to accept such an alternative.

Contractors are to note that they are to price strictly in accordance with this specification's and the **"Rules"**.

6.6 Sequence of operations

6.6.1 Activation of any single detector in any zone shall:

- 6.6.1.1 Cause a first stage audible alarm
- 6.6.1.2 Energise a lamp on the activated detector and control panel
- 6.6.1.3 Transmit an alarm signal to the remote monitoring alarm panel
- 6.6.1.4 Operate auxiliary contacts for air conditioning shut down and dampers

6.6.2 Activation of a second smoke detector shall:

- 6.6.2.1 Cause a second stage (pre-discharge) alarm to operate
- 6.6.2.2 Activate audible alarms
- 6.6.2.3 Operate auxiliary contacts for emergency power off of all electrical equipment
- 6.6.2.4 Initiate a programmable time delay for the Pyroshield agent release

6.6.3 On completion of the time delay, the Pyroshield system shall:

- 6.6.3.1 Energise the control solenoid for the Pyroshield cylinders releasing the gaseous agent
- 6.6.3.2 Indicate gas released on the control unit

Please note that the Pyroshield detection system is not linked to the **VESDA Air Sampling Smoke Detection System**.

All components and designs of the detection system shall comply with the SANS **"Rules"**.

6.7 Pyroshield Control Panel

The Pyroshield control panel shall be located as indicated on the tender drawing and shall be of the surface mounted type

The panel face shall be equipped with light emitting diodes to indicate a fire, fault and operational status together with push action switches to control functions. The operation of the switches shall be accessed via a key operated security key switch or lockable front cover.

The following components shall be provided on the control panel face:

- (a) Silence alarm switch
- (b) Test evacuate alarm switch
- (c) Alarm silenced lamp
- (d) Isolate remote signal – switch and lamp
- (e) System general fault – lamp and buzzer
- (f) Buzzer silence
- (g) Power on lamp
- (h) Lamp test switch
- (i) Extinguishant system automatic mode – lamp
- (j) Extinguishant system manual mode – lamp
- (k) Manual/Automatic mode – push switch
- (l) Isolate extinguishant release circuit – switch and lamp
- (m) Hold extinguishant released – switch and lamp
- (n) Key operated security switch
- (o) Manual release unit

If possible, the gas control functions is to be housed in a separate enclosure.

A sealed lead acid battery shall be provided within the Pyroshield control panel to provide 24 hours of panel operation and ½ hour under alarm conditions.

6.8 Smoke Detectors

Ionisation and optical smoke detectors shall be located as indicated on the tender drawings. Detectors shall be connected together within each space to provide two zones of protection. Both zones shall additionally connect to detectors in both ceiling and floor voids where applicable.

6.9 Remote status indication panels

These will be positioned as indicated on the tender drawings. The remote panels shall display lamps indicating system manual, automatic or discharged conditions.

6.10 Manual release units

Manual release units shall be located as indicated on the tender drawings. The manual release unit casings shall be coloured yellow and shall be inscribed with the lettering "MANUAL GAS RELEASE". The mounting height of the manual gas release unit shall be 1.4m above finished floor level.

6.11 Sounders

Fire alarm sounders shall be positioned as indicated on the tender drawings. First stage alarm bells shall be coloured red. Second stage alarm shall be a combined electronic sounder and xenon beacon unit. The sounder frequencies shall comply with SANS 10139 – Fire Detection and Alarm System for Buildings. Mounting heights for the sounders shall be determined on site.

6.12 Remote lamp unit

Remote lamp units shall be provided to give an indication of an activated Smoke Detector within a ceiling or floor void.

6.13 Air conditioning shutdown relay

An air conditioning relay shall be provided to shut down the air conditioning unit on receipt of a first stage fire signal where applicable.

6.14 Power Distribution Unit Shut Down Relay

A PDU shut down relay shall be provided to shut down the PDU on receipt of a second stage fire signal where applicable.

6.15 House Link Relay

A house link relay shall be provided to interface between the Pyroshield System and the House Fire Alarm System.

6.16 Electrical Installation

All wiring associated with the system will have RED cable sheath and shall be FP200 or equivalent for circuits requiring prolonged operation during a fire, complying to SANS 10139. FR20 cable may be used for detector circuitry only.

6.17 Pipe Work Installation

All pipe work and fittings downstream of the pressure reducing orifice shall be painted heavy grade steel pipe. The piping shall be seamless and be certified to **ASTM A106 Gr B**. Fittings shall comply with the requirements of **BS3799 and be of the 3000 pound type**. Test certificates for all piping and fittings shall be provided by the installation contractor. All pipe work shall be banded with a priority band at a minimum of every 3m and where pipe work passes through walls.

All fittings shall be of the same size as the pipe line in which they are installed. The laying out of fittings at branch connections or other fixed points of the system shall be such to allow provision for movement without causing undue stress on the pipe work. Pipe work shall be arranged to reduce the strain due to expansion on all equipment. The contractor shall clean all completed pipe work, fittings, support steelwork and brackets.

All purpose-made brackets and supports shall be hot-dipped galvanized after it has been manufactured.

6.18 Sleeves

Where pipe work passes through walls, tubular sleeves of non-combustible material compatible with the pipe work shall be fitted. The internal diameter of the sleeve shall be such to allow for expansion and contraction and have a maximum of 20mm space between the pipes.

6.19 Pipe Work Anchors

The contractor shall provide for all pipe work anchors which shall be fit for its purpose.

6.20 Pyroshield Entrance Warning Signs

Pyroshield entrance warning signs shall be provided and displayed at each entrance to the protected area.

6.21 Pyroshield Manual Release Warning Signs

Pyroshield manual release warning signs shall be provided and displayed next to each extinguishant release unit.

6.22 Painting of Pipe Work

Before painting is undertaken, all pipe work shall be thoroughly cleaned of rust, scale, etc., by brushing with a stiff wire brush wherever necessary. A prime coat of high-quality primer shall be applied with two coats of signal red gloss paint before delivery to the site. After installation, all fittings and pipes shall be touched up and where the primer has come off the pipes, these shall be re-primed where after two coats of high gloss paint shall be applied. Unless otherwise specified, the colour of the high gloss paint shall be signal red and have a dry film thickness of no less than **150 microns**. Purpose made pipe supports by the contractor e.g. wall brackets, shall be painted the same colour as the pipe work it is supporting.

6.23 Pyroshield Cylinders

A multiple of 80 litre 200 bar capacity Pyroshield cylinders shall be installed to provide the overall required storage capacity. The system shall be operated by a pilot cylinder incorporating both manual and electrical solenoid operation. Operation of the system using detonators shall not be permitted..

The cylinders shall be manufactured from steel with a seamless construction in accordance with EEC/84/585. Each cylinder shall have been pressure tested to a test pressure of 300 bar. Each cylinder shall be fitted with a pneumatically actuated quick action discharge valve and a removable dial faced pressure gauge.

The cylinders shall be floor mounted and securely fastened back into a purpose-made racking and braced installation.

Each cylinder shall be provided with a certificate provided by the company who charge the vessel with the Pyroshield gas mixture.

6.24 Pressure Gauge

Each cylinder shall be fitted with a dial faced type pressure gauge with a range from 0 to 400 bar.

6.25 Manifold

Each of the cylinders shall be interconnected with passivated steel manifold. The manifold shall be tested at works to a pressure of at least 300 bar. Each branch connection from the manifold to a vessel shall be fitted with a steel non-return valve assembly.

6.26 Cutting of Pipes

Contractors using conventional pipe cutters are cautioned that all burrs and lips are to be removed by proper reaming of the cut end before threading to ensure that the original diameter is maintained. Any pipes with ends of reduced diameter found on the site shall be removed and the *Contractor* may be required to dismantle completed work so as to convince the client that no such pipes were used elsewhere in the installation.

6.27 Room Integrity Testing

The system installer shall perform a room integrity test using door-fan testing equipment as required in SANS/ISO 14520 Appendix E. The test shall be performed by a certified individual or company and a test certificate shall be issued stating the minimum hold time of the room.

6.28 Inspection and Maintenance

Contractors shall provide and allow for a full inspection of the sprinkler installation by the **NMBM Fire and Safety Services** before the date of the initial taking over of the system. The *Contractor* must offer a 12month guarantee and maintenance contract from handover date.

6.29 Commissioning and Witnessing

The *Contractor* shall allow within his works for a demonstration of the correct operation of all components of the system. On completion of the commissioning, the contractor shall issue a certificate that the system is operating correctly and shall leave the system in a "live" condition.

6.30 Operating and Maintenance Instructions

Full operating and maintenance instructions shall be provided by the *Contractor*. These shall be included in the OEM manual along with as built drawings, computer calculations and room integrity test report.

PART 4: SITE INFORMATION

1. Description of the Site and its surroundings

1.1. General description

As the work will be carried out during normal working hours in a "restricted area", arrangements should be made timeously with the *Employer* to access this area to carry out the installation. Furthermore, it is the *Employers policy* that no contractor shall work unsupervised in any of their substations. Consequently, the *Employer* shall provide supervision on request from the contractor at the time of installation.

1.2. Hidden and other services within the *site*

There are no hidden services in the area where the installation of the fire protection system is to be installed. All works are above ground level

1.3. Details of existing buildings / facilities which *Contractor* is required to work on

There are detailed drawings available of the existing facility where the fire protection system is to be installed. This will be issued with the tender document.

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