

PART 3: GOODS INFORMATION

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C3.1: *PURCHASER'S* GOODS INFORMATION

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1 Overview of the *goods and services*

1.1 Executive overview

The Port of Richards Bay Project (RCB) was excluded from the TNPA National Fire Services Infrastructure & Equipment Upgrade project, which purely focused on Fire Emergency Service's needs in all the Ports. The port then embarked on the project to close the gaps, which would have been executed under national project. Port firefighting Installation Expansion and Upgrade in the Port of Richards Bay is inclusive of the total Port fire protection requirements around the Port and not just fire services.

Transnet fire safety standards require all ports to have sufficient resource capacity in terms of manpower, material, machines and facilities to deal with port firefighting requirements (Fire Safety Divisions and a First Strike Unit).

Firefighting system forms part of critical equipment in the Port hence it is important to ensure that this system remain functional in order to protect port users, property, environment and business. Furthermore, firefighting systems are a legal requirement that need to be complied with.

The proposed upgrades will mitigate risks, ensure a high level of operational readiness and safety compliance to all the identified buildings.

2 Specifications of the *goods and services*

2.1 Portable and Fire Fighting rescue equipment

The *Supplier* shall provide the following as per the technical specifications:

- a) Extrication Equipment
- b) Positive Pressure Ventilator
- c) Rescue Equipment
- d) Gas Detection kits
- e) Binoculars
- f) Suction Hoses and plant
- g) Fire Fighting Water Plant
- h) Thermal Imaging Camera
- i) Flood lighting system
- j) Workshop Plant
- k) Other Fire Equipment: Fire Operations Equipment at Berth 208/209

2.1.1 Design standards and codes

The *Supplier* shall supply all goods in accordance with the following codes and design guidelines:

Table 2-1: Design standards

Standard No.	Description
SANS 347:2012	Categorisation and Conformity Assessment Criteria for all Pressure Equipment
SANS 62	Steel pipes - Part 1 and 2
SANS 10044	Welding
SANS 2560	Welding Consumables
SANS 1182	Light Gauge Welded Steel Pipes
SANS 121	Hot Dip Galvanized Coatings on Fabricated Iron and Steel Articles
SANS 10140	Identification Colour Marking
SANS 8501-3	Preparation of Steel Substrates Before Application of Paints and Related products
SANS 1109-1	Pipe Threads Where Pressure-Tight Joints are Made on the Threads

Other Specifications

Specification No.	Description
API 5L	Welded and Seamless pipe
ASTM A153	Standard Specification for Zinc Coating (Hot Dip) on Iron and Steel Hardware
Government Notice	Pressure Equipment Regulations, 2009
	The General Electrical Specification for the Provincial Administration of the Republic of South Africa Part 2E
	The Municipal by laws and any special requirements of the Supply Activities of the area or district concerned.
	The Occupational Health and Safety Act No 85 of 1993
ISO 9001	Quality Management
ISO 9002	Model for Quality Assurance in Production, Installation and Servicing
ISO 14001	Environmental Management
AD 2000	Code for Pressure Vessels
ASME VIII	Rules for Construction of Pressure Vessels

2.2 Design development

There is no design development required for this contract. The *Supplier* shall use the specification issued by the *Purchaser*.

2.2.1 Purchaser's design

The project is a straight purchase with most of the components being off the shelf items, this type of portable and fire fighting rescue equipment are existing in the market. Therefore, the *Supplier* is required to provide the goods as per attached technical specification.

2.2.2 Other requirements of the *Supplier's* design

The *Supplier* is required to purchase the goods in compliance with the standards, codes and regulations specified in the Goods Information.

2.2.3 The use of *Supplier's* design

The *Supplier* will grant the *Purchaser* a licence to use the copyright in all design data presented to the *Purchaser* in relation to the Goods for any purpose in connection with the re-construction, refurbishment, repair, maintenance and extension of Goods with such licence being capable of transfer to any third party without the consent of the *Supplier*.

2.3 Manufacture and Installation Information

The *Supplier* is to review the *Purchasers Goods* Information in conjunction with the Technical Specifications provided in Annexure A to ensure the design of the goods being purchased are of the latest standards and technology available in the market.

2.3.1 Tests and inspections before Delivery

The *Supplier* must make provision for the *Purchaser* to inspect all goods at the supplier's works on delivery. The *Supplier* must provide all necessary testing certificates at these inspections.

2.3.2 Operating manuals and maintenance schedules

Operating manuals and maintenance schedules shall be supplied for each component supplied under this contract.

The *Supplier* shall provide the following in both electronic (soft) and 2x hard copies.

- Manuals in an A4 hard covered, red, grease and Waterproof binder, using 2 ring type binders. The manuals are well indexed and user friendly and include a summarized Table of Contents.
- Drawing and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.
- All necessary information that may be required to update drawings and any other documentation. There must be no compensation for the provision of this data as this must be deemed to be included in the Supplier's Preliminary and General rates.
- The originals of all brochures must be issued to the *Project Manager*. When a general brochure is applicable to a range of equipment, then the specific item, catalogue number or model number must be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.
- The address, phone numbers, fax numbers and reference numbers of all Sub-Suppliers must be provided.

A typical example of what the binder/file(s) must be marked on the spine and the front cover is as follows:

- Project Name
- Manual Title, e.g. Installation, Maintenance and Operating Manual
- FBS No. and Title
- Manual Numbering (e.g. Volume 1 of 2, etc.)
- Contract Number
- Supplier Name

2.4 Specification of the services to be provided

No services or other facilities will be provided by the *Purchaser*.

3 Constraints on how the *Supplier* Provides the Goods and Services

3.1 Work to be done by the Delivery Date

Purchaser Inspection to be conducted in the Port of Richardsbay on delivery before portable and fire fighting rescue equipment are accepted. The Supply and delivery of the portable and fire fighting rescue equipment, shall be completed within 16 weeks after the *Supplier* has received the purchase order issued by the *Purchaser*.

The delivery will be certified as completion of the Goods of Services and this will be achieved by:

- Supply and delivery of portable and fire fighting rescue equipment a specified in the Goods Information

- Compliance certifications
- Provision of all maintenance schedules
- All testing certifications

3.2 Services & other things to be provided by the *Purchaser* or *Supplier*

No services or other facilities will be provided by the *Purchaser*.

3.3 Management meetings

Meetings of a specialist nature may be convened as specified elsewhere in this *Works Information* or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *works* and any other project related issues. All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback	Once a month.	Pioneer Centre in the Port of Richards Bay/Microsoft Teams	<i>Supply Manager, Supplier, Engineer, Project Team, Including other stakeholder's as may be deemed relevant</i>
Contract Risk register and Compensation Events	As when required	Pioneer Centre in the Port of Richards Bay/Microsoft Teams	<i>Supply Manager, Supplier, Engineer, Project Team, Including other stakeholder's as may be deemed relevant</i>
Risk Reduction meeting	As when required	Pioneer Centre in the Port of Richards Bay/Microsoft Teams	<i>Supply Manager, Supplier, Engineer, Project Team, Including other stakeholder's as may be deemed relevant</i>
Quality Inspections	Ad hoc	Supplier's Premises	<i>Supply Manager, Supplier including other stakeholder's as may be deemed relevant</i>

Any other proposed meetings over and above what has been listed in the table above will be an agreement between the *Supply Manager* and the *Supplier*. The *Supply Manager* may request the *Supplier* to bring his *sub-Suppliers* to the progress meetings.

3.4 Documentation control

The *Supplier* shall submit all documentation (including correspondence and drawings) to *Purchaser* standards and to the *Supply Manager's* requirements in accordance with the *Supply Manager's* document control procedure. The *Supplier* shall use his own suitable document control system for the control, maintenance and handling of all relevant documentation and drawings issued to him.

The *Supplier's* documentation shall be issued to the *Supply Manager* under cover of the *Supplier's* Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the *Supplier's* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation.

Formats of *Supplier* data submitted is dependent on the project procedure and content and shall be specified by the *Supply Manager*, upon the notified request of the *Supplier* i.e.:

- Both Adobe Acrobat (.pdf) and native files
- Only a native file
- Only a hard copy
- Only a .pdf file

The *Supplier* shall deliver both hard copies and electronic media copies (CD Rom) to the *Supply Manager* at the address stated within the Contract Data. The documentation to be submitted for review shall be submitted on or before the dates specified in the Documentation Register under cover of the *Supplier's* Transmittal Note, and the Transmittal Note must state the purpose of the submission. Documentation for different purposes must be sent on separate transmittals. The *Supplier* shall note that documentation will be rejected if this requirement is not met.

Acceptance of documentation by the *Supply Manager* will in no way relieve the *Supplier* of his responsibility for the correctness of information, or conformance with his obligation to provide the Goods. This obligation rests solely with the *Supplier*.

After review, a copy of the original reviewed/marked-up drawing/document, with the *Supply Manager's* consolidated comments and document status marked on the *Supplier* Review Label, is scanned and the hard copy shall be returned to the *Supplier* under cover of the *Supply Manager's* Transmittal Note for revision or re-submittal as instructed.

All revised data shall be submitted by the *Supplier* in its entirety and shall reflect the revision control numbers and shall also indicate which documentation the revised documentation supersedes, if applicable. In the case of drawings every sheet has its own revision number and is revised as an individual document. In the case of documents all sheets under cover of one document number shall be under the same revision number and be resubmitted, even if the revision is a minor one. Electronic/Email communication to be copied to this address: TNPADocControlRCB@transnet.net.

The *Supplier* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure is in place to support the electronic transmission of documentation. Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The *Supplier* of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.

The *Supplier* shall be responsible for the supply of all *Sub-Supplier* / Manufacturer, etc documentation and data related to their package of work, and shall ensure that these *Sub-Suppliers* have the capability to supply the necessary documentation and data in the required time frame and quality as outlined in the specified standards prior to awarding sub-orders.

3.5 Health and safety risk management

The *Supplier* shall comply with all the Occupational health and safety requirements. The *Supplier* shall comply with COVID-19 requirements. All health and safety matters associated with the works in accordance with OHS Act 85 of 1993 and Regulations.

Further to the specification stated above, the *Supplier* is required to comply with the following;

- COVID -19 Guidelines by the Government and World Health Organisation
- Compensation for Occupational Injuries and Diseases Act 130 of 1993

During delivery of the goods at Transnet premises the applicable Transnet National Ports Authority Health and Safety specification will be enforced. The *Supplier* must comply and is responsible for ensuring that all of its *Sub-Suppliers* comply with the relevant legislation(s) and statutory regulations for health and safety and other document pertaining to health & safety include standards, policies, procedures, guidelines and safe work instructions.

3.6 Environmental constraints and management

Since no work will be executed at Transnet National Ports Authority premises, the *Supplier* will have to comply with their own Environmental Plans in accordance to the National Environmental Management

Act (NEMA). However, during delivery of the goods at Transnet premises the applicable Transnet National Ports Authority EMP will be enforced. The *Supplier* remains responsible to keep his site clean and free of debris and material and /or objects that can pollute the environment.

3.7 Quality management requirements

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard, QAL-STD-0001 General Quality Requirements for Contractors and *Suppliers* as stated above and should include but not be limited to:

- Supplier’s ISO 9001:2015 certification
- Supplier’s signed Quality Policy based on ISO 9001:2015
- The bidder to indicate the guarantee/ warranty period for portable and fire fighting rescue equipment to be supplied, minimum guarantee/warranty period to be as per technical specification

Equipment supplied shall have a compliance certificate that will be signed by both parties to serve as evidence the equipment handed over is tested and compliant to quality standards. A signed off certificate/ Quality test certificate will be issued for each equipment by the *Supplier*. The *Supplier* shall provide certificates for all materials supplied under this contract.

3.7.1 Warranty/Guarantee

The *Supplier* will be liable to maintain the entire portable and fire fighting rescue equipment during the full warranty period from the date of acceptance. The guarantee shall cover all parts, labour, travelling and accommodation costs. All equipment shall be guaranteed for a period not less than twelve (12) months from the date of acceptance from the *Supply Manager*. The guarantee shall cover all parts, labour, travelling and accommodation costs. The guarantee shall cover latent defects in components and manufacture, or incorrect installation of equipment but excludes breakages, misuse, abuse and neglect of any equipment.

The *Supplier* shall provide the following:

	Item of work	To be completed by
1.	Detailed technical drawings, performance data and specifications for all equipment and systems.	At tender stage

2.	Operation and Maintenance Manuals and As-built/Red line drawings.	2 weeks before Delivery.
3.	Test reports clearly specifying the rated performance data (RPD) in accordance with technical specification where applicable.	2 weeks before Delivery.
4.	Physical properties of portable and fire fighting rescue equipment certificate shall be supplied in accordance with the applicable standards as specified on the technical specification where applicable	2 weeks before Delivery.
5.	Mill certificates for steel panels, chains and bolts shall be supplied where applicable	2 weeks before Delivery.
6.	Warranty Certificate for each equipment supplied	Delivery

3.8 Programming constraints

N/A

3.9 Invoicing and payment

Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice showing the amount due for payment equal to that stated in the *Supply Manager's* certificate.

The *Supplier* shall address the tax invoice to *Purchaser* and include on each invoice the following information:

- Name and address of the *Supplier* and the *Supply Manager*;
- The contract number and title;
- Supplier's VAT registration number;
- The *Purchaser's* VAT registration number.
- Description of goods and services provided for each item invoiced based on the Price Schedule;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

The Invoice contains the supporting detail:

- Description of the service completed and claimed for
- Cost breakdown of service previously claimed, currently claimed, and balance outstanding for each section of service.
- Approved timesheets by *Supply Manager*

The Invoice is presented either by hand or post

Invoices submitted by post are addressed to:

- Transnet National Port Authority
Pioneer Centre
San Thom
Richards Bay
3900

For the attention of the Contract Administrator, Transnet National Port Authority

The Invoices submitted by hand are addressed to:

Invoices submitted by post are addressed to:

- Transnet National Port Authority
Pioneer Centre
San Thom
Richards Bay
3900

For the attention of the Contract Administrator, Transnet National Port Authority

The invoice is presented as an original.

3.10 Insurance provided by the *Purchaser*

In accordance with SC3 Core Clause 84.1, the *Supplier* shall provide Insurance cover for Loss or damage to the goods until they are delivered to the *Purchaser*. The minimum amount of cover is replacement cost plus any other cost necessary to replace the goods. The *Purchaser* will only cover the goods after

delivery. Any other Insurance provisions by the *Purchaser* over and above what has been stated in this document is contained in the Contract Data – Part 1

3.11 Contract change management

No scope changes are to be made by the *Supplier* without a formal approval by the *Supply Manager*.

3.12 Provision of bonds and guarantees

The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the *Supplier* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties. The *Purchaser* may withhold payment of amounts due to the *Supplier* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Supplier* by the *Supply Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Supplier* does not affect the *Purchaser's* right to termination stated in this contract.

3.13 Records of Defined Cost, payments & assessments of compensation events to be kept by the *Supplier*

The *Supplier* keeps the following records available for the *Supply Manager* to inspect:

- Records of design *Supplier* location of work (if appropriate); and
- Records of Equipment used and people employed outside the Working Areas (if applicable).

4 Procurement

4.1 Subcontracting

4.1.1 Preferred subcontractors

It has to be noted that Transnet does not have any preferred *Sub-Suppliers* it is the discretion of the *Supplier* to appoint any *sub-Supplier* that has the capacity and capabilities to deliver as per the Goods Information and in line with the *Purchaser's* technical specification. The *Supplier* shall submit his schedule of proposed sub-Suppliers for the acceptance of the *Supply Manager* prior to their appointment. This list shall not deviate from the tender schedule of proposed sub-Suppliers, unless discussed with, and accepted by the *Supply Manager*. *Sub-Supplier* documentation, and assessment of *Sub-Supplier* tenders, it is not necessary for *Sub-Supplier* to be awarded on the basis of competitive tendering. The *Supplier* submits the proposed conditions of contract for each *Sub-Supplier* to the *Supply Manager* for acceptance. Where the *Supplier* employs a *Sub-Supplier* who constructs or installs part of the Goods or who supplies Plant and Materials for incorporation into the Goods, which involves a *Sub-Supplier* operating on the Site and/or Working Areas, then the *Supplier* ensures that any such Sub-

Supplier complies with all the Compliance legislations i.e. Environmental, Health and Safety. For any other work that will be carried out at Transnet premises, the *Supplier* and his *Sub-Supplier* will have to comply to the Transnet SHE specifications. The *Supplier* shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any *sub-Supplier* contracts. Quality system requirements shall be applied on all subcontracts to the point where the acceptability of supplies can be demonstrated solely by the conduct of inspection and/or examination of goods upon receipt at the designated point of delivery. The *Supplier* must notify the *Supply Manager* of all inspections at his *sub-Supplier* at least 3 working days in advance of such inspections. The *Supplier* must ensure that his *sub-Suppliers* has the relevant quality management plans available at such inspections. The *Engineer* will give the *Supplier* 24 hour notice in writing of his intention to be present at the inspections.

4.1.2 Limitations on subcontracting

The *Supplier* may not subcontract more than 30% [thirty per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the *Supplier*, unless the contract is sub-contracted to an EME that has the capability and ability to execute the subcontract.

4.2 Plant and materials

4.2.1 Plant & materials provided "free issue" by the Purchaser

The *Purchaser* will not provide any free issue; all Plant and Materials are to be provided by the *Supplier*. The *Supplier* shall provide all equipment, plant or tools necessary to successfully execute the *works* at his cost.

4.3 Marking the goods if payment is made before supply

All the goods purchased shall be handled in such a way as to prevent them from being distorted, overstressed, torn or damaged in any way.

No payment will be done before delivery. The *Supplier* prepares and marks items of Plant and Materials outside the Working Areas with 'Property of Transnet SOC Ltd' and the Contract number. This unique mark must be agreed to by the *Supply Manager* and must be shown on shop drawings. In addition to the primary identification mark, all Plant and Materials shall also be marked with a secondary identification mark indicating its locality in the particular piece of equipment and must correspond with the identification of the particular component on all drawings. Plant and Material outside the Working Areas are to be clearly and indelibly marked using hard stamping, or security tags. The *Supplier* provides designated areas sealed off from the rest of the manufacturer's production run in which to store Plant and Material that complete and is awaiting delivery to site.

5 Constraints at the Delivery Place

5.1 Purchaser's entry and security control, permits, and site regulations

The access to Small Craft Harbour is linked with the main access to the Port of Richards Bay. Entry to the Port of Richards Bay is via security controlled gates on the east and west boundaries only. All personnel entering and leaving the Port must have positive identification.

No identity cards will be issued until the *Supplier* has been appointed and the contract has been registered with Transnet National Ports Authority (TNPA).

All personnel, other than temporary visitors, should be provided with Transnet identity cards, which must be worn visibly at all times. A person working only for a short period or very few times during a year will not be issued with a Transnet identity card.

Temporary Access Permits, valid on the day of issue only, are obtainable for the TNPA Permit Office situated at the Truck Staging Area outside the west entrance to the Port of Richards Bay.

The following items must be furnished with each application for a Temporary Access Permit:

- A letter on the *Supplier's* company letter head stating the applicant's full names, ID number, and reason for requesting the ID card and area in within the Port where the work will be carried out.
- Positive identification of the applicant (green bar-coded RSA ID or drivers licence). Drugs, firearms and alcohol are prohibited at all times and may not be carried or used within the confines of the Port.

All personnel entering the Port are subject to breathalyser tests. Only those persons whose test result is negative will be allowed to pass the entrance gate. Breathalyser tests are also conducted at other control points within the Port boundary.

The *Supplier* shall visit the site proposed for delivery of portable and fire fighting rescue equipment and acquaint themselves with the nature of the site. All the employees of the *Supplier* would be required to sign in to the site before commencing with their work. *Supplier* to ensure his staff and equipment remains within the demarcated area. All *Supplier's* staff and labour shall comply with Transnet National Port Authority (TNPA) operational safety requirements and are equipped with all necessary PPE and high visibility apparel. The *Supplier* keeps the records of all people, plant and equipment engaged on the Site. All plant used by the *Supplier* on site shall be properly maintained and operated.

The *Supplier* shall not permit any act that may interfere with the performance of work by any of the other parties. The *Supplier* shall keep records of all deliveries made on site. The delivery of the portable

and Fire Fighting rescue equipment shall be done in a manner that does not obstruct any of the Port's operations.

Working hours for the *Supplier* will be from 8 to 16:00, 5 days a week but will be flexible, to allow work to commence safely without any interruptions. Alternative working hours should be discussed with the *Supply Manager*, prior to commencement of such works.

5.2 Equipment provided by the *Purchaser*

No equipment will be provided by the *Purchaser*.

5.3 Work to be done at the Delivery Place by the Delivery Date

In order to achieve the status of Delivery, the *Supplier* shall be required to move the goods to the laydown area allocated by the *Purchaser*.

On or before the Completion Date the *Supplier* shall have done everything required to provide the Goods, including testing and the delivery of all required documentation. The *Supply Manager* cannot certify Completion until all the work required has been done on and is also free of Defects, which would have, in his opinion, prevented the *Purchaser* from using the goods and others from doing their work. Completed equipment that are to be shipped fully assembled or in modules to site are to be inspected and commissioned or tested by the *Supplier* prior to leaving the *Supplier's* or his *Sub-Suppliers*.

5.4 Start-up procedures required to put the *goods* into operation

No start-up procedures required for the contract.

5.5 Access given by the *Purchaser* for correction of Defects

The *Supplier* guarantees the Goods to be free from all latent defects. The Defects Period commences from the date of hand-over of the completed and fully commissioned Goods. The *Supplier* remains in attendance, or is available on site within two hours of the notification of the defect or with reasonable notice by agreement of the *Supply Manager*, to attend to any defects in the goods that become manifest during this period. All costs of remedial Work, including materials, services and labour, are for the *Supplier's* account. The *Purchaser* will arrange access for the *Supplier* to site to rectify all defects as identified by the *Supply Manager*.

5.6 Performance tests after Delivery

The *Supplier* will have to be able to ensure that he is readily available for duration of 12 months upon delivery of Goods. This will be for the purpose of rectify any other defects identified by the *Purchaser* during operation.

6 List of drawings

6.1 Drawings issued by the *Purchaser*

This is the list of documents issued by the *Purchaser* at or before the Contract Date and which apply to this contract.

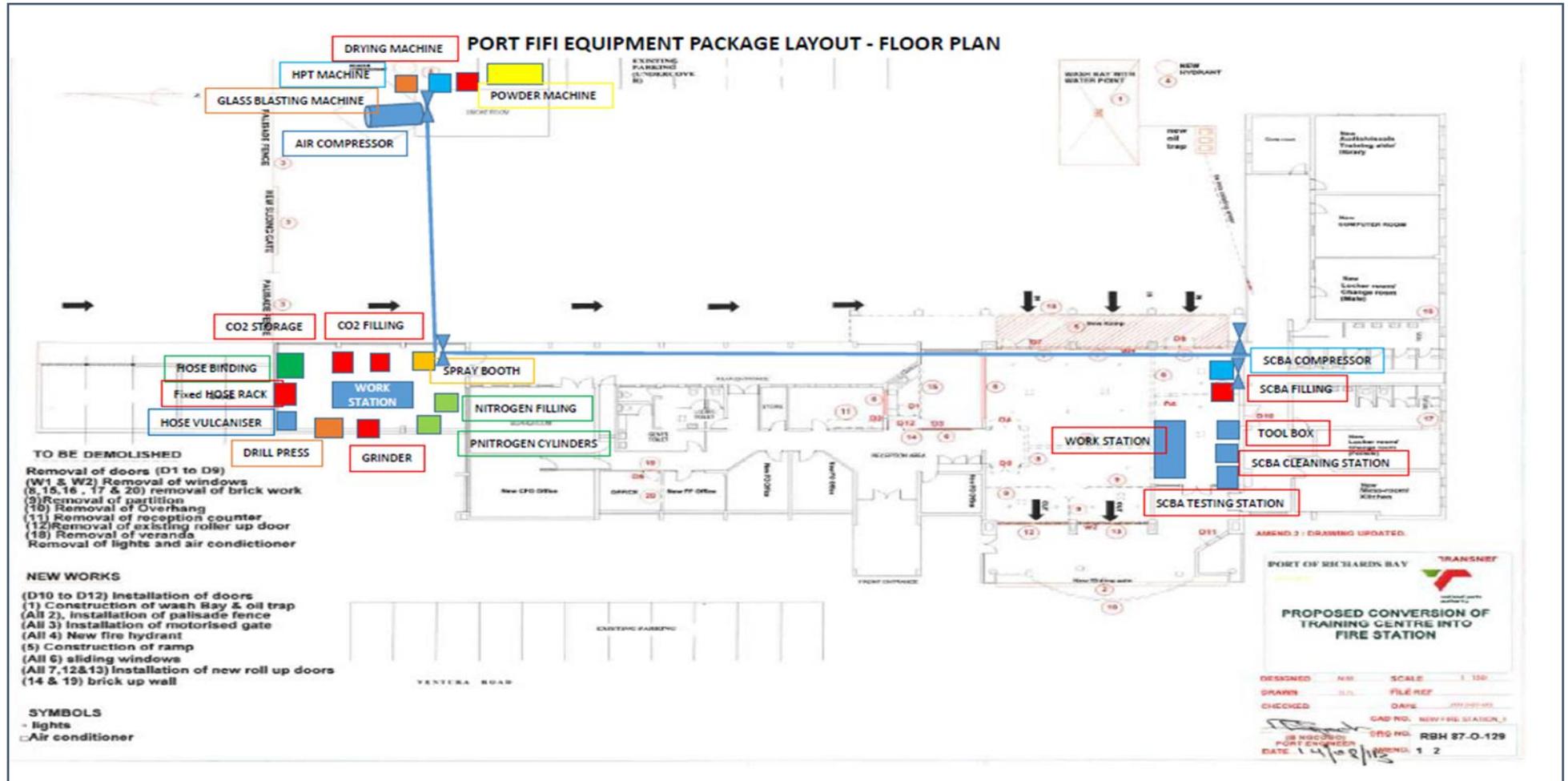
Drawing number	Revision	Title
RBH 87-0-129	00	Fire Station Equipment layout

7 Annexures

Annexure A: Technical Specification

Annexure B: Fire Station & Berth 208/209 Garages Equipment Layout

Annexure B: Fire Station & Berth 208/209 Garages Equipment Layout





Annexure C: Umfolozi Building/Fire Station



Annexure D: Berth 208/209 Garages



8 C3.2 SUPPLIER'S GOODS INFORMATION

The *Supplier* submits with his tender the following:

1. Detailed technical drawings, performance data and specifications for all equipment and systems required for the *works*.
2. Letter of commitment from the Original Equipment Manufacturer
3. Shipping schedule
4. Manufacturer's Valid ISO 9001:2015 certification
5. Manufacturer's guarantee/ warranty period for portable and Fire Fighting rescue equipment to be supplied

Tenderers to note that they will not be considered should they not provide the information required.