

C1.1: Contract Data

The *Employer* is

Name Transnet Limited trading as Transnet Freight Rail
Address 49th Floor Carlton Centre, 150 Commissioner Street, JHB, 2000
Telephone 011 584 0621
E-mail address Abel.Molokwane@transnet.net

The *works* are Maintenance, service and verification as well as emergency repairs of static weighbridges at various centres.

The *site* is Various centres, Nation-wide

The *starting date* is as soon as possible

The *completion date* is not later than 24 months after the contract has been concluded

The *period for reply* is 3 weeks.

The *defects date* is 52 weeks after Completion.

The *defect correction period* is 4 weeks.

The *delay damages* are R2,000.00 per day.

The *assessment day* is the Last day of each month.

The *retention* is Not applicable

Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply? ~~Yes~~/ No

The *Adjudicator* is

Name Will be appointed as mutually agreed upon between the parties when a dispute arises.

Address Not applicable

Not applicable

Telephone Not applicable Fax: Not applicable

E-mail address Not applicable

C1.1: Contract Data

The interest rate on late payment is **2 (Two) percent per annum above the prime lending rate of the Standard Bank Limited** as determined from time to time.

The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer's* property in excess of R 25,000.00 for any one event.

The *Employer* provides this as stated in the insurance policy for contract works and public liability insurance (Principal Controlled Insurance), attached to the tender documents.
The minimum amount of cover for the third insurance stated in the

Insurance Table is To the extent as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

The minimum amount of cover for the fourth insurance stated in the

Insurance Table is To the extent as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

The *Adjudicator nominating body* is Association of Arbitrators (Southern Africa)

The *tribunal* is Arbitration

If the *tribunal* is arbitration, the arbitration procedure is The Rules for the conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) by an Arbitrator to be mutually agreed by the Parties, and failing agreement to be appointed by the Association of Arbitrators.

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract (June 2005) and the following additional conditions

PREAMBLE

WHEREAS Transnet Freight Rail requires the Contractor to perform the maintenance service and verification on the one hand and the emergency repairs on the other hand of its static weighbridges on a national basis;

and

WHEREAS the Contractor wishes to perform this service;

and

WHEREAS Transnet Freight Rail and the Contractor have agreed upon a method of determining the tariff to be charged for the maintenance service, verification and emergency repairs of its static weighbridges nationally,

and

WHEREAS Transnet Freight Rail and the Contractor wish to record the terms and conditions of their Agreement referred to above,

NOW THEREFORE THE PARTIES HAVE AGREED AS FOLLOWS:

1. PURPOSE OF THE AGREEMENT

1.1 Transnet Freight Rail has appointed the Contractor to perform the maintenance service and verification and emergency repairs of its static weighbridges on a national basis.

- 1.2 At the commencement date, Transnet Freight Rail will haul the Rail Test Unit free on rail to the first weighbridge. Transport of Road Test Unit not included.
- 1.3 The Contractor shall plan its entire service and maintenance operations in liaison with Transnet Freight Rail and at all time give priority to emergency call-outs whenever required.
- 1.1 The Contractor will be required to submit reports of all inspections and monitoring actions, as well as of all verification, maintenance and repair works undertaken.

2. DEFINITIONS

- 2.1 In this Agreement, except where the context indicates otherwise, the following words, and expressions have the following meanings:
 - 2.1.1 "Static weighbridges"
Shall mean stationary weighing machines for rail and road vehicles.
 - 2.1.2 "NRCS"
Shall mean the National Regulator for Compulsory Specifications;
 - 2.1.3 "Rail Test Unit"
Shall mean a Rail Test Truck loaded with mass pieces and make up weight required by the Contractor and supplied by the Contractor for verification purposes;
 - 2.1.4 "Emergency call-outs"
Shall mean the organisational ability to mobilise sufficient resources at short notice to effectively deal with any emergency situation that may arise;
 - 2.1.5 "Maintenance Service"
Shall mean all maintenance and service functions required to keep static weighbridges in a good working condition for operations in accordance with the Trade Metrology Act 1993 (Act. No. 77 Of 1973) as amended and NRCS 1649:1995 specification: Non automatic self indicating and semi self indicating weighing instruments.
 - 2.1.6 "Maintenance Manager"
Shall mean a manager who reports to the Depot Engineer, Operational Maintenance (Infrastructure), under whose jurisdiction the weighbridge resorts.
 - 2.1.7 "Verification"
Shall mean certification of the accuracy of any measuring instrument on the basis of a relevant national measuring standard as defined in section 1 of the Measuring Units and National Measuring Standards Act 1993 (Act 76 of 1973) as amended.
 - 2.1.8 "Adjudicator"
Adjudicator means any officer, higher up in the hierarchy of the Maintenance Manager in the office of the General Manager, Technical and appointed by Transnet Freight Rail to function as adjudicator.
 - 2.1.9 "Normal working hours"
07h30 to 17h00 from Monday to Friday
 - 2.1.10 "After hours"
 - 17h00 on Friday – 07h30 on Monday
 - 17h00 to 07h30 during weekdays
- 2.2 The division of this document into clauses, sub-clauses, paragraphs, insertion of headings and the provision of an index are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

3. DURATION

- 3.1 The contract will be for a period of two (2) years.

C1.2: The *Contractor's* Offer

The *Contractor* is

Name

Address

.....

Telephone Fax

E-mail address

The percentage for overheads and profit added to the Defined Cost for people is %.

The percentage for overheads and profit added to other Defined Cost is %.

The *Contractor* offers to Provide the Works in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*.

The offered total of the
Prices is

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature Date

The *Employer's* Acceptance

The *Employer* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Employer*

Name

Position

Signature Date

C1.3: Forms of Securities

Not Applicable

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C1.4: Forms of Ajudicator's Appointment

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C2: Pricing Data

C2.1: Pricing Instructions

2.1.1 The Contractor must submit prices with the tender for the repair of failures, should it occur. Prices must be broken down to give detail costs for each site (e.g. material, labour, transport, accommodation, etc.);

2.1.3 TARIFFS (ALSO SEE PRICE LIST)

2.1.4 The tariff per maintenance service include :

- (i) All costs (e.g. labour, transport and accommodation) other than components and spares as indicated in clause 5.2.
- (ii) All labour costs in replacing components/spares incidental to ordinary wear and tear.
- (iii) Inspections as indicated on Price List

2.1.5 All components/spares will be paid for separately, by the respective Infrastructure Maintenance Depots.

2.1.6 All emergency visits (call outs) and repairs will be paid for separately, by the respective Infrastructure Maintenance Depots.

2.1.7 Prices must be fixed for the duration of the contract.

2.1.8 All prices quoted must exclude VAT.

2.1.9 PAYMENT

2.1.10 Payment of the Service Fee will be made by Transnet Freight Rail on a monthly basis within 30 days of the receipt of a VAT-invoice from the Contractor.

C2: Pricing Data

C2.2: Price List

Entries in these columns in this Price List are to be made by Tenderer.

Location	SABS Approval No.	Capacity	1 x Service that includes verification plus the following number of additional services per year	Annual Tariff	Labour Tariff per hour for emergency call-outs including travel time		
					Normal working hours	After Hours	Travel Rates per Kilometre
Voorbaai	SA 1207	100,000kg	3				
PE Harbour	SA 1114	120,000kg	3				
Kings Rest	SA 1170	100,000kg	3				
Ermelo	SA 1332 L/O	100,000kg	1				
Langlaagte	SA 1770	100,000kg	1				
Pietersburg	SA 1207	100,000kg	1				
Witbank	SA 1332 L/O	100,000kg	1				
Bellville	SA 1332	100,000kg	3				
Worcester	SA 1079	100,000kg	1				
Cape Town Harbour	SA 1207	100,000kg	3				
Postmasburg	SA 1170	100,000kg	1				
Bloemfontein	SA 1207	100,000kg	1				
Upington	SA 1207	100,000kg	1				
Steelpoort (1)	SA 1173	100,000kg	3				
Steelpoort (2)	SA 1173	100,000kg	3				

C3: Scope of work

C3.1: Works Information

1. Description of the works

1.1 SPECIFIC REQUIREMENTS

- 1.1.1 The Contractor shall undertake the maintenance, verification and emergency repairs of Transnet Freight Rail's static weighbridges on a national basis as listed in the Price List. The Contractor is expected to operate in accordance with the legal requirements for scales in trade use as detailed in 2.1.5 and 2.1.7 above as well as comply with any additional quality requirements listed in this document;
- 1.1.2 The Contractor must be accredited by the South African Bureau of Standards to verify all types of static weighbridges up to 120 000kgs. A copy of the Contractors registration/ accreditation with the NRCS must be submitted with the tender;
- 1.1.3 The Contractor must be in possession of its own testing equipment including a Rail Test Unit;
- 1.1.4 All test-instruments as well as the weights required for verification and maintenance used by the Contractor must comply to the requirements of NRCS 0259;
- 1.1.5 The Contractor will be responsible for the planning, scheduling, timeous execution, control and supervision of all maintenance work;
- 1.1.6 The Contractor must perform one comprehensive maintenance service which includes the verification per annum, as well as the additional number of maintenance services as listed in the Price List;
- 1.1.7 The Contractor must issue a verification certificate after each service to ensure that the weighbridges comply with the NRCS standards;
- 1.1.8 The Contractor must notify the local Maintenance Manager before any maintenance or verification is performed;
- 1.1.9 The Contractor must obtain a signature from the local Maintenance Manager or his duly delegated officer that work has been completed satisfactorily;
- 1.1.10 The Contractor must respond to all emergency call-outs whenever called upon. Before any major repairs are undertaken, the approval of the local Maintenance Manager must be obtained;
- 1.1.11 The Contractor must submit a list with the tender of all Service Depots from where the respective weighbridges will be maintained for the duration of the contract. The contractor must also indicate how long it will take to respond when called out for emergencies:
- during normal working hours;
 - after hours.
- 1.1.12 The Contractor must submit with his tender, for each of the respective sites, a detailed list of typical failures that can occur for whatever reason (e.g. wear and tear, lightning, theft, vandalism, etc.);
- 1.1.13 The Contractor must keep records in the form of reports of all inspections and monitoring actions, as well as of all verification, maintenance and repair works undertaken, a copy of which shall be left on site and a second copy submitted to the controlling office. Examples of the different reports must be submitted with the tender.

1.2 INSPECTIONS

1.2.1 The Contractor shall:

1.2.2 undertake regular inspections (as part of each maintenance service) as per Price List by competent personnel to ensure that the static weighbridges are in a good working condition. Inspection reports must be submitted to the controlling office of the respective Maintenance Manager;

1.2.3 have the discretion as to the appropriate scheduling and programming of these inspections and monitoring actions and shall accept full responsibility for the adequacy thereof to ensure the safety and operational readiness of the static weighbridges on a national basis. The schedule/programme (for these inspections) for the whole contract period must be supplied to the Contract Manager, Transnet Freight Rail at the commencement date of this contract;

1.2.4 keep records either in the form of daily diaries or computer printouts of all measuring runs, of all inspections and monitoring actions, as well as of all maintenance and repair works undertaken as a consequence of such inspections;

1.3 QUALITY ASSURANCE

1.3.1 The Contractor shall operate a quality management system that conforms to the requirements of NRCS 0137.

1.3.2 The sole responsibility for ensuring that all components supplied conform to the relevant NRCS specifications shall rest with the Contractor.

1.3.3 The Contractor shall not change any design feature which will have any of the following impacts without formal approval by Transnet Freight Rail:

- (i) Financial
- (ii) Interface
- (iii) Safety

1.3.4 The Contractor shall not depart from the customers' requirements.

1.4 COMPLIANCE WITH STATUTES AND SAFETY RULES

1.4.1 The Contractor shall comply with all applicable legislation and Transnet safety requirements adopted from time to time and instructed by the Maintenance Manager. Such compliance shall be entirely at his own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.

1.4.2 The Contractor shall, in particular, comply with the following Acts:

- (i) The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
- (ii) The Occupational Health and Safety Act (Act 83 of 1993). The Contractor is, in terms of section 37(2) of Act 85 of 1993 deemed to be an employer in his own right with duties as prescribed in the said Act and agrees to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the Act in respect of all persons in his employ, other persons on the premises or the site or place of the works or on the works to be executed by him and under his control in terms of the contract. The agreements in this contract and all documents attached or referred to, form an integral part of the arrangements and procedures mentioned in the abovementioned section.

1.4.3 The Contractor shall comply with the current Transnet Specification E.4E. 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 plant, equipment or materials, submit to the Maintenance Manager,

- documentary proof of his procedural compliance with the Act and
- particulars of the Health and Safety Programme to be implemented on the site in accordance with the Specification E.4E.

1.4.4 The Contractor's Health and Safety Programme shall be subject to agreement by the Maintenance Manager, who may, in consultation with the Contractor, 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.

1.4.5 The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – E7/1, if applicable, and shall take particular care of the safety of his employees working on or in close proximity to a railway line during track occupations as well as under normal operational conditions. He shall also comply with all other safety rules, regulations and guidelines of Transnet applicable to the nature of Works carried out in terms of the contract, and shall obtain the particulars thereof from the Maintenance Manager.

1.4.6 In addition to compliance with clause 9.2 hereof, the Contractor shall report all incidents in writing to the Maintenance Manager. Any incident resulting in the death of or injury to any person on the Works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.

1.5 JURISDICTION

The parties hereby agree to the jurisdiction of the Magistrate Court in respect of any action which may be instituted in terms of this Agreement.

1.6 LIMITATION OF LIABILITY

1.6.1. Neither Party excludes or limits liability to the other Party for -

1.6.1.1. death or personal injury due to negligence, or

1.6.1.2. fraud.

1.6.2. The Supplier shall indemnify and keep Transnet indemnified from and against liability for damage to any Transnet property (whether tangible or intangible) or any other loss, costs or damage suffered by Transnet to the extent that it results from any act of or omission by the Supplier or its Personnel in connection with the Agreement. The Supplier's liability arising out of this sub-clause 1.6.2 shall be limited to a maximum amount payable in respect of any one occurrence or a series of related occurrences in a single calendar year, such amount to be agreed in writing by the Parties.

1.6.3. Subject always to sub-clauses 1.6.1 and 1.6.2, the liability of either the Supplier or Transnet under or in connection with the Agreement, whether for negligence, misrepresentation, breach of contract or otherwise, for direct loss or damage arising out of each Default or series of related Defaults shall not exceed 100% (one hundred percent) of the Fees paid under the schedule or Work Order to which the Default(s) relates.

1.6.4. Subject to sub-clause 1.6.1 above, and except as provided in sub-clauses 1.6.2 and 1.6.3 above, in no event shall either Party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other Party as a result of third party claims.

1.6.5. If for any reason the exclusion of liability in sub-clause 1.6.4 above is void or unenforceable, either Party's total liability for all loss or damage under the Agreement shall be as provided in sub-clause 1.6.3 above.

1.7. CONFIDENTIALITY

- 1.7.1. The Parties hereby undertake the following, with regard to Confidential Information -
- 1.7.1.1. not to divulge or disclose to any person whomsoever in any form or manner whatsoever, either directly or indirectly, any Confidential Information of the other, without the prior written consent of such other Party, other than when called upon to do so in accordance with a statute, or by a court having jurisdiction, or by any other duly authorised and empowered authority or official, in which event the Party concerned shall do what is reasonably possible to inform the other of such a demand and each shall assist the other in seeking appropriate relief or the instituting of a defensive action to protect the Confidential Information concerned;
 - 1.7.1.2. not to use, exploit, permit the use of, directly or indirectly, or in any other manner whatsoever apply the Confidential Information, disclosed to it as a result of the Agreement, for any purpose whatsoever other than for the purpose for which it is disclosed or otherwise than in strict compliance with the provisions in the Agreement;
 - 1.7.1.3. not to make any notes, sketches, drawings, photographs or copies of any kind of any part of the disclosed Confidential Information, without the prior written consent of such other Party, except when reasonably necessary for the purpose of this Agreement, in which case such copies shall be regarded as Confidential Information;
 - 1.7.1.4. not to de-compile, disassemble or reverse engineer any composition, compilation, concept application, item, component de-compilation, including software or hardware disclosed and shall not analyse any sample provided by Transnet, or otherwise determine the composition or structure or cause to permit these tasks to be carried out except in the performance of its obligations pursuant to this Agreement;
 - 1.7.1.5. not to exercise less care to safeguard Transnet Confidential Information than the Party exercises in safeguarding its own competitive, sensitive or Confidential Information;
 - 1.7.1.6. Confidential Information disclosed by either Party to the other or by either Party to any other party used by such Party in the performance of the Agreement, shall be dealt with as "restricted" or shall be dealt with according to any other appropriate level of confidentiality relevant to the nature of the information concerned, agreed between the Parties concerned and stipulated in writing for such information in such cases;
 - 1.7.1.7. the Parties shall not make or permit to be made by any other person subject to their control, any public statements or issue press releases or disclose Confidential Information with regard to any matter related to the Agreement, unless written authorisation to do so has first been obtained from the Party first disclosing such information;
 - 1.7.1.8. each Party shall be entitled to disclose such aspects of Confidential Information as may be relevant to one or more technically qualified employees or consultants of the Party who are required in the course of their duties to receive the Confidential Information for the Permitted Purpose provided that the employee or consultant concerned has a legitimate interest therein, and then only to the extent necessary for the Permitted Purpose, and is informed by the Party of the confidential nature of the Confidential Information and the obligations of the confidentiality to which such disclosure is subject and the Party shall ensure such employees or consultants honour such obligations;
 - 1.7.1.9. each Party shall notify the other Party of the name of each person or entity to whom any Confidential Information has been disclosed as soon as practicable after such disclosure;

- 1.7.1.10. each Party shall ensure that any person or entity to which it discloses Confidential Information shall observe and perform all of the covenants the Party has accepted in the Agreement as if such person or entity has signed the Agreement. The Party disclosing the Confidential Information shall be responsible for any breach of the provisions of the Agreement by the person or entity; and
- 1.7.1.11. each Party may by written notice to the other Party specify which of the Party's employees, officers or agents are required to sign a non-disclosure undertaking.
- 1.7.2. The duties and obligations with regard to Confidential Information in this clause 1.7 shall not apply where -
 - 1.7.2.1. a Party can demonstrate that such information is already in the public domain or becomes available to the public through no breach of the Agreement by that Party, or its Personnel; or
 - 1.7.2.2. was rightfully in a Party's possession prior to receipt from the other Party, as proven by the first-mentioned Party's written records, without an infringement of an obligation or duty of confidentiality; or
 - 1.7.2.3. of a duty or obligation of confidentiality; or
 - 1.7.2.4. is independently developed by a Party as proven by its written records.
- 1.7.3. This clause 16 shall survive termination for any reason of the Agreement and shall remain in force and effect from the Commencement Date of the Agreement and 5 (five) years after the termination of the Agreement. Upon termination of the Agreement, all documentation furnished to the Supplier by Transnet pursuant to the Agreement shall be returned to Transnet including, without limitation all corporate identity equipment including dies, blocks, labels, advertising matter, printing matter and the like.

1.8 FORCE MAJEURE

If any of the obligations of any party become objectively impossible of performance such party shall be relieved of its obligations under this Agreement if the circumstances resulting in the impossibility were at the time of the conclusion of the Agreement reasonably unpredictable and at the time when it occurred could not be prevented through the application of reasonable precaution by the concerned parties and such party displayed reasonable care and keenness to prevent the consequences thereof. Such exemption will only apply to the extent that the execution of the obligations of the concerned party have been made objectively impossible of performance during the period that the relevant circumstances occur. Cognisance of the existence of such circumstances must be given in writing without delay to the other party.

1.9 CONDITIONS AND TERMS

It is expressly agreed upon that all the conditions and terms of this Agreement are material and that breach or non-compliance thereof entitles the other party to cancel the Agreement in terms of the provision of Clause 12.

1.10 BREACH OF AGREEMENT

- 1.10.1 In the event of a breach of any of the terms of this Agreement by either party and refusal, negligence or omission to remedy such breach within 30 days after receipt of written demand in which such defaulting party is required to remedy such breach, the aggrieved party shall have the right to cancel this Agreement by means of a written notice to the defaulting party. Such cancellation taken place without prejudice to any other rights the aggrieved party may have.
- 1.10.2 In the event of any legal action arising out of this Agreement, the Contractor undertakes to effect payment of all legal costs incurred by Transnet Freight Rail, on the scale as between attorney and own client.

1.11 RESOLUTION OF DISPUTES

1.11.1 If a dispute of any kind whatsoever arises between the Maintenance Manager and the Contractor in connection with the interpretation and/or application of the contract, any ruling of the Maintenance Manager or the performance of the parties, the matter shall be referred in writing by the Contractor to the Adjudicator not later than 12 calendar days after the receipt by the Contractor of the decision or ruling of the Maintenance Manager.

1.11.2 The Adjudicator shall within 21 calendar days of the date of referral of the matter to him decide the matter, and advise the Contractor and the Maintenance Manager of his decision and of the facts and provisions of the contract on which the decisions is based.

1.11.3 The Adjudicator's decision shall be final and binding on the parties unless the Contractor has, within 14 calendar days of the date of the Adjudicator's decision, notified the Maintenance Manager of his dissatisfaction with the decision and of his election that the dispute be referred to arbitration. Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act 42 of 1965 as amended).

The arbitration shall be conducted in accordance with the Rules for the Conduct of Arbitrations published by the Association of Arbitrators of South Africa.

1.11.4 The appointment of an arbitrator shall be made by agreement between the parties, after a written submission by either party to the other, of a shortlist containing the names of 3 suitably qualified persons.

If the parties fail to agree within 14 calendar days of receipt of the request, either party may apply for the nomination of a suitably qualified person by the Chairperson for the time being of the Association of the Arbitrators of South Africa or by the Vice Chairperson in the absence of the Chairperson.

1.11.5 The Arbitrator shall have unfettered discretion and jurisdiction to decide the dispute and the arbitration procedures to be followed, subject to the provisions of clause 14. hereof.

1.12 DOMICILIUM

1.12.1 Transnet Freight Rail and the Contractor choose their respective domicilium citandi et executandi for all purposes arising out of this Agreement, as:

1.12.1.1 The Contractor

1.12.1.2 Transnet Limited
49th Floor, Carlton Centre
150 Commissioner Street
JOHANNESBURG
2001

1.12.2 Notwithstanding the addresses as selected above, Transnet Freight Rail or the Contractor may at any time change their respective domicilium citandi et executandi by delivery of a written notice to the other party to such effect.

1.12.3 Until receipt of any such change, the last address selected as domicilium citandi et executandi shall remain in full force and effect.

1.13 MISCELLANEOUS

- 1.13.1 All notices given by the parties in terms of this Agreement shall be in writing and sent by way of prepaid registered post or be delivered by hand. Any notices or communications given, shall be deemed to have been received upon the fifth business day after the day of posting.
- 1.13.2 No amendment to this Agreement shall be binding on the parties except when in writing and signed by both parties.
- 1.13.3 There are no other terms, conditions, guarantees or representations of any nature, which are binding between the parties except those which are included in or referred to in this Agreement.
- 1.13.4 The Contractor shall not cede, transfer or assign any of its rights or obligations under this Agreement without the prior written consent of Transnet Freight Rail.

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C3: Scope of Work

C3.1: Works Information

2. Specifications

2.1 The Contractor must comply with the specifications as listed in Table 1 (Attached).

Description	Number	Category	Issue/ Version	Date
Safety arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85.	Specification no. E.4E	–	1	Aug 2006
Specifications for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment.	Specification no. E7/1	–	1	Jul 1998

Table 1 – Specifications for the maintenance service and verification as well as emergency repairs of static weighbridges at various centres.

3. Constraints on how the *Contractor* Provides the Works

Not applicable

4. Requirements for the programme

Not applicable

5. Services and other things provided by the *Employer*

Not applicable

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C4: Site Information

C4.1: Site Information

The site locations are:

Voorbaai
PE Harbour
Kings Rest
Ermelo
Langlaagte
Pietersburg
Witbank
Bellville
Worcester
Cape Town Harbour
Postmasburg
Bloemfontein
Upington
Steelpoort (1)
Steelpoort (2)

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