

**Transnet Freight Rail**an Operating Division of **TRANSNET SOC LTD**

(Registration No. 1990/000900/30)

REQUEST FOR PROPOSAL [RFP]**UPGRADE COMMUNICATION BETWEEN STATIONS FROM
COAXIAL CABLE TO FIBRE WITH FAILSAFE DATA
TRANSFER (FSDT) FOR BI-DIRECTIONAL LINES:
VEREENIGING TO UNION STATIONS**

RFP NUMBER : CRAC-VEG-9695

ISSUE DATE : 7th JANUARY 2013

BRIEFING SESSION : 15th JANUARY 2013

VENUE : 1 ANVIL ROAD, ISANDO
7th FLOOR BOARDROOM
TRANSNET BUILDING

TIME : 09H00

CLOSING DATE : 29th JANUARY 2013

CLOSING TIME : 10:00

OPTION DATE : 25th APRIL 2013

SCHEDULE OF BID DOCUMENTS

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LIST OF ACRONYMS

B-BBEE	Broad-Based Black Economic Empowerment
CD	Compact/computer disc
DAC	Divisional Acquisition Council
DPE	Department of Public Enterprises
DTI	Department of Trade and Industry
EME	Exempted Micro Enterprise
FRC	Further Recognition Criteria
GBC	General Bid Conditions
ID	Identity Document
JV	Joint Venture
LOI	Letter of Intent
NDA	Non-Disclosure Agreement
NGP	New Growth Path
OD	Transnet Operating Division
PTN	Post-Tender Negotiations
QSE	Qualifying Small Enterprise
RFP	Request for Proposal
SD	Supplier Development
SME	Small Medium Enterprise
SOC	State Owned Company
ST&C	Standard Terms and Conditions
TAC	Transnet Acquisition Council
TCO	Total Cost of Ownership
VAT	Value-Added Tax
ZAR	South African Rand

DESCRIPTION: UPGRADE COMMUNICATION BETWEEN STATIONS FROM COAXIAL CABLE TO FIBRE WITH FAILSAFE DATA TRANSFER (FSDT) FOR BI-DIRECTIONAL LINES: VEREENIGING TO UNION STATIONS

Section 1: NOTICE TO BIDDERS

1 PROPOSAL REQUEST

Responses to this RFP [hereinafter referred to as a **Proposal** or **Proposals**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **Entity** or **Respondent**] to supply the aforementioned requirement(s) to Transnet.

On or after 7th January 2013, the RFP documents may be inspected at, and are obtainable from The Tender Advice Centre, Ground Floor, Inyanda House 2, 21 Wellington Street, Parktown. On payment of an amount of R1 000.00 (inclusive of VAT) per set. Payment is to be made as follows:

Account Name : Transnet Freight Rail
Bank : Standard Bank
Account Number : 203158598
Branch Code : 004805

NOTES –

- a) This amount is not refundable.
- b) A receipt for such payment made must be presented when collecting the RFP documents and submitted with your Proposal.
- c) Proof of payment can also be forwarded electronically to: Anthonie.Erasmus@transnet.net in order to have an electronic copy of the RFP in PDF format forwarded to such a supplier.

RFP documents will only be available until 15H00, Tuesday 14th January 2013.

Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

2 FORMAL COMPULSORY BRIEFING

A compulsory pre-proposal RFP briefing will be conducted at 1 Anvil Road, Isando, Transnet Building, 7th Floor Boardroom, on the 15th January 2013, at 09H00 for a period of ± one and half hour. [Respondent to provide own transportation and accommodation].

- 2.1 A Certificate of Attendance in the form must be completed and submitted with your Proposal.
- 2.2 Respondents failing to attend the compulsory RFP briefing will be disqualified.
- 2.3 Respondents without a valid RFP document in their possession will not be allowed to attend the RFP briefing. The briefing session will start punctually at 09H00 and information will not be repeated for the benefit of Respondents arriving late. Once the session has officially closed no further entrants will be allowed.
- 2.4 In terms of Safety Requirements tenderers must wear their Personal Protective Equipment (PPE) for site visits otherwise they will be restricted entry on the tracks.

3 PROPOSAL SUBMISSION

Proposals in duplicate must reach the Secretary, Transnet Freight Rail Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

RFP No: CRAC-VEG-9695

DESCRIPTION: UPGRADE COMMUNICATION BETWEEN STATIONS FROM COAXIAL CABLE TO FIBRE WITH FAILSAFE DATA TRANSFER (FSDT) FOR BI-DIRECTIONAL LINES: VEREENIGING TO UNION .

Closing date and time: 29th January 2013 at 10:00

Depositing address: TENDER BOX
INYANDA HOUSE 1
GROUND FLOOR
OFFICE BLOCK FOYER
21 WELLINGTON STREET
PARKTOWN, JOHANNESBURG

4 DELIVERY INSTRUCTIONS FOR RFP

4.1 Delivery by hand

If delivered by hand, the envelope is to be deposited in the Transnet tender box which is located at the main entrance of Inyanda House 1, 21 Wellington Street, Ground Floor, Parktown, Johannesburg, and should be addressed as follows:

THE CHAIRPERSON

THE SECRETARIAT
TRANSNET FREIGHT RAIL
ACQUISITION COUNCIL
INYANDA HOUSE 1
TENDER BOX
OFFICE BLOCK FOYER
21 WELLINGTON STREET
PARKTOWN
JOHANNESBURG

- a) The measurements of the "tender slot" are 400mm wide x 100mm high, and Respondents must please ensure that response documents or files are not larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 above.

4.2 Despatch by courier

If despatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretary, Transnet Acquisition Council and a signature obtained from that Office.

THE SECRETARIAT
TRANSNET FREIGHT RAIL
ACQUISITION COUNCIL
INYANDA HOUSE 1

TENDER BOX
OFFICE BLOCK FOYER
21 WELLINGTON STREET
PARKTOWN
JOHANNESBURG

- 4.3 Please note that this RFP closes punctually at 10:00 on Tuesday 29th January 2013.
- 4.4 If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
- 4.5 No email or facsimile responses will be considered, unless otherwise stated herein.
- 4.6 The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- 4.7 Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
- 4.8 Envelopes must not contain documents relating to any RFP other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side.
- 4.9 No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 18 [*Alterations made by the Respondent to Tendered Prices*] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT & SOCIO-ECONOMIC OBLIGATIONS

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.

Transnet would therefore prefer to do business with local business enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives [including, but not limited to subcontracting and Joint Ventures] as part of their tendered responses. Transnet will accordingly allow "preference" points to companies who provide a B-BBEE Accreditation Certificate. All procurement transactions will be evaluated accordingly.

Consequently, when Transnet invites prospective Service Providers to submit Proposals for its various expenditure programmes, it urges Respondents [*Large Enterprises and QSE's - see below*] to have themselves accredited in compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011. As from 1 October 2011 valid B-BBEE Accreditation Certificates must be issued by

- a) Verification Agencies accredited by the South African National Accreditation System [**SANAS**];
or
- b) Registered auditors approved by the Independent Regulatory Board of Auditors [**IRBA**], in accordance with the approval granted by the Department of Trade and Industry.

A Verification Certificate issued must reflect the weighted points attained by the measured entity for each element of the scorecard as well as the overall B-BBEE rating.

5.1 B-BBEE Rating

Enterprises will be rated by Verification Agencies or registered auditors based on the following:

- a) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
 - Rating level based on all seven elements of the B-BBEE scorecard
- b) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
 - Rating based on any four of the elements of the B-BBEE scorecard
- c) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:
 - EMEs are exempted from B-BBEE accreditation
 - Automatic rating of Level 4 B-BBEE irrespective of race or ownership Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as Level 3 B-BBEE
 - EME's should provide documentary proof of annual turnover [i.e. annual financials signed off by an accounting officer] plus proof of Black ownership if Black ownership is greater than 50% and/or Black Women ownership is greater than 30%

Respondents will be required to furnish proof of the above to Transnet. [i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or proof of turnover in respect of EMEs].

N.B. Failure to do so will result in a score of zero being allocated for B-BBEE.

Turnover: Kindly indicate your entity's annual turnover for the past year:

R _____

All Respondents must complete and return the B-BBEE Preference Points Claim Form attached hereto as Annexure A.

5.2 Joint Ventures and Subcontractors

In addition to the above, Respondents who wish to enter into a Joint Venture with, or subcontract portions of the contract to, B-BBEE entities must state in their RFPs, the percentage of the total contract value that will be allocated to such B-BBEE entities, should they be successful in being awarded any business. A rating certificate in respect of such B-BBEE JV-partners and/or subcontractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFP response to enable Transnet to evaluate in accordance with the processes outlined in the B-BBEE Preference Points Claim Form.

Please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to an entity that does not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

5.3 B-BBEE Registration

In addition to the accreditation certificate, Transnet recommends that Respondents register their B-BBEE compliance and supporting documentation on the Department of Trade and Industry's [DTI] National B-BBEE IT Portal and Opportunities Network and provide Transnet with proof of registration in the form of an official B-BBEE Profile issued by the DTI.

Transnet would wish to use the DTI B-BBEE IT Portal as a data source for tracking B-BBEE compliance.

For instructions to register and obtain a DTI B-BBEE Profile go to <http://bee.thedti.gov.za>

5.4 Further Recognition Criteria

Transnet encourages its Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 5.1 above, in addition to such scoring, a further 20% **(twenty)** will be allocated to a Respondent's score based on the "Further Recognition Criteria" **[FRC]** on an ascending scale. This will be calculated based on the extent to which the Respondent commits to meet and/or exceed the minimum compliance targets with its proposed target score to be achieved during the contract period.

Respondents are required to submit their Further Recognition Criteria with their Proposals

Supplier Development Initiatives

Historically in South Africa there has been a lack of investment in infrastructure, skills and capability development and an 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.

Transnet fully endorses and supports Government's New Growth Path policy through its facilitation of Supplier Development **[SD]** initiatives.

6 COMMUNICATION

Respondents are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.

6.1 For specific queries relating to this RFP, a Bid Clarification Request Form should be submitted by 12:00 on 14th January 2013, substantially in the form set out in Section 12 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFP documents. For this purpose all Respondents need to indicate by email their intention to respond to this RFP by informing Transnet of their contact details as soon as possible but before 15th January 2013 to winston.baloyi@transnet.net.

6.2 After the closing date of the RFP, a Respondent may communicate with the Secretary of the Transnet Acquisition Council, at telephone number 011 544-9486, email Prudence.Nkabinde@transnet.net or facsimile number 011-774-9760 on any matter relating to this RFP Proposal.

Respondents found to be in collusion with one another will be automatically disqualified and blacklisted from doing business with Transnet in the future.

7 INSTRUCTIONS FOR COMPLETING THE RFP

- 7.1 Sign one set of documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set can be a copy of the original signed Proposal.
- 7.2 Both sets of documents to be submitted to the address specified in paragraph 4 above.
- 7.3 Please provide in MS Word / Excel format, not PDF versions, noting that the signed original set will be legally binding *[paragraph 7.1 above]*.
- 7.4 All returnable documents listed in the Proposal Form [Section 4] must be returned with your Proposal.

8 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Service Provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

9 ADDITIONAL NOTES

- 9.1 All returnable documents as indicated in the Proposal Form *[Section 4]* must be returned with the response.
- 9.2 Changes by the Respondent to its submission will not be considered after the closing date.
- 9.3 The person or persons signing the Proposal must be legally authorised by the Respondent to do so *[Refer Section 6 – Signing Power, Resolution of the Board of Directors]*. A list of those person(s) authorised to negotiate on your behalf [if not the authorised signatories] must also be submitted along with the Proposal together with their contact details.
- 9.4 Transnet may wish to visit the Respondent's place of business during this RFP process.
- 9.5 Transnet reserves the right to undertake post-tender negotiations **[PTN]** with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFP document.
- 9.6 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated. Transnet reserves the right to reject any or all offers.

**FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS
MAY RESULT IN A PROPOSAL BEING REJECTED**

10 DISCLAIMERS

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of a Proposal in response to it. In particular, please note that Transnet reserves the right to:

- 10.1 modify the RFP's Services and request Respondents to re-bid on any changes;
- 10.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Proposals submitted after the stated submission deadline;

- 10.4 not necessarily accept the lowest priced Proposal;
- 10.5 reject all Proposals, if it so decides;
- 10.6 withdraw the RFP on good cause shown;
- 10.7 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.8 award a contract for only a portion of the proposed Services which are reflected in the scope of this RFP;
- 10.9 split the award of the contract between more than one Service Provider; or
- 10.10 make no award of a contract.

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to indicate in Section 11 *[Breach of Law]* whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with this Proposal, whether or not the Respondent is awarded a contract.

11 LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

**Transnet urges its clients, suppliers and the general public
to report any fraud or corruption on the part of Transnet employees to
TIP-OFFS ANONYMOUS : 0800 003 056**

DESCRIPTION: UPGRADE COMMUNICATION BETWEEN STATIONS FROM COAXIAL CABLE TO FIBRE WITH FAILSAFE DATA TRANSFER (FSDT) FOR BI-DIRECTIONAL LINES: VEREENIGING TO UNION STATIONS**SECTION 2: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS****1 SUMMARY**

The purpose of this Request for Proposal (RFP) and the resulting contract is to establish an agreement where communications cannot be compromised on these lines, there is huge flow of Metrorail trains running along the lines and signalling plays a major role.

2 BACKGROUND INFORMATION**2.1. Business requirement:**

The scope includes planning, design, supply and installation of the CS90 remote control system and migration of the interlocking interfaces to optic fibre cable for this section.

The scope of work for the sections between Union C.T.C and Leeuhof C.T.C is not the same.

Work to be done on the sections includes working with two different interlocking, of which Union is Mk1 spoorplan and Natalspruit is spoorplan Mk1b. The other sections are Mk1c spoorplan. The only difference between Vereeniging and Randwater is the multi-aspect signaling working out of Leeuhof C.T.C. only; while Union to Natalspruit is three-aspect signalling working out of Union C.T.C. Taking operational issues, installation and commissioning into consideration, allowances have been made for complete abandoning of coaxial cables between stations and also the data transfer on aspect switching (Reeds remote control aspect) will also be migrated to Optic fibre cable. In addition Natalspruit will be upgraded to full CS90 remote control.

2.2. Current situation:

The section between Union and Vereeniging is bi-directional double lines, and the communication between stations is on coaxial cable. During abnormal working downtime (i.e. cable theft) trains will be verbally authorized.

2.3. Purpose / objective:

To change the bi-directional running lines communication from coaxial cable to fibre cable in Natalspruit to full CS90 remote control. This will include all block circuits and to replace the REED remote circuitry to be transferred to fail safe data transfer. The change will assist the area to run trains more efficiently and safely in order to avoid unnecessary delays due to cable theft, occupations and train failures.

3 SCOPE OF WORK**INFRASTRUCTURE MAINTANANCE
TRAIN AUTHORISATION SYSTEMS**

Randwater - Residensia (including KM3, Natalspruit stations): Migration of the remote control system and interlocking interfaces to optic fibre cable and installation of CS90 remote control

SCOPE OF WORK

Author: Senior Engineer
Train Authorisation systems

TL Mogoje

Reviewed: Maintenance Manager
Train Authorisation systems

D Knoesen

Date:

14 November 2012

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PART C3

SCOPE OF WORKS

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SECTION 1 - TECHNICAL

1 Description of the works

1.1 Executive overview

1.1.1 Except where expressly stated otherwise, the *Contractor* performs the whole of the works for the planning, design, supply and installation of the CS90 remote control system and migration of interlocking interfaces to optic fibre cable for the sections

- (1) Randwater – Vereeniging South
- (2) Vereeniging – Residensia
- (3) Yskor
- (4) Leeuhof South
- (5) Union - Natalspruit
- (6) KM3

in the Transnet Freight Rail Central corridor (Sentrahub).

1.1.2 In broad terms, the works are to:

- (1) Replace CS90 rack at Union CTC and Leeuhof CTC with the new CS90 racks at bot CTC's
- (2) Install CS90 remote control system in each relay room; and,
- (3) Move the block functions and other inter-station signalling functions from copper to optic fibre cable, using fail-safe data transfer (FSDT).

1.1.3 The Site is a high-risk area with respect to theft, vandalism and security.

1.2 Location and extent of the works

1.2.1 The boundaries of the Site are the Sentrahub rail servitude for the sections:

- (1) Union CTC office rack
- (2) KM3
- (3) Natalspruit
- (4) Randwater
- (5) Kliprivier
- (6) Sybrand A+ B
- (7) Daleside
- (8) Henley on klip
- (9) Meyerton
- (10) Redan
- (11) Vereeniging
- (12) Vereeniging South
- (13) Leeuhof CTC office rack
- (14) Leeuhof Noord
- (15) Leeuhof South
- (16) Iscor

1.2.2 The extent of the *Site* is approximately 120 km and it includes at least two CTC offices, 15 relay rooms and their trackside equipment.

1.2.3 The *Site* includes:

- (1) Leeuhof CTC office and associated Sentrahub relay rooms with their trackside;
- (2) Union CTC office and associated KM3 and Natalspuit relay rooms with their trackside;

1.3 *Employer's objectives*

The *Employer's* objectives are:

- 1.3.1 An improvement in the reliability and availability of Transnet Freight Rail's service;
- 1.3.2 A decreased need for verbal authorisation of train movements;
- 1.3.3 A decreased risk of theft and vandalism of Transnet Freight Rail assets, and,
- 1.3.4 A decrease in the maintenance cost of Transnet Freight Rail assets.

1.4 Interpretation and terminology

- 1.4.1 The *Contractor* Provides the *Works* conforming to the current railway signalling practices and standards of Transnet Freight Rail.
- 1.4.2 The *Contractor* is deemed to have sufficient experience and knowledge of the *Site* to Provide the *Works* successfully. As such, minimal information is provided in the *Site* Information.
- 1.4.3 A "station" is all signalling equipment in a relay room and all associated trackside and train traffic control office equipment, including all tie-ups/fringes to adjacent relay rooms and train traffic control offices.
- 1.4.4 All definitions in the *Employer's* Scope of Works apply except where it is inconsistent with the context. In the event of conflict with other parts of the contract document, these definitions take precedence only in the *Employer's* Scope of Works.
- 1.4.5 The specifications are the specifications listed in item 4.10 of the *Employer's* Scope of Works, as amended by the contents of the *Employer's* Scope of Works.
- 1.4.6 The drawings, specifications and standards listed in the *Employer's* Scope of Works form an integral part of the Scope of Works where relevant to the *works*. In case of a conflict between a referenced specification, guideline, standard or drawing and the *Employer's* Scope of Works, the order of precedence is: The contents of the *Employer's* Scope of Works; Specifications, standards and guidelines issued by Transnet Freight Rail; Typical drawings issued by Transnet Freight Rail; Specifications, standards and guidelines issued by the *Employer*; Other Transnet generic specifications (E4.B, E4.E, E7/1 etc); Specifications, standards and guidelines issued by Standards SA and other authorities; Other drawings.
- 1.4.7 Where "South African Railways and Harbours Administration", "South African

Transport Services" or variations or abbreviations thereof appears in any specification, standard or other document referred to in the *Employer's Scope of Works*, read "Transnet Limited".

1.4.8 Where "Spoornet" or variations or abbreviations thereof appears in any specification, standard or other document referred to in the *Employer's Scope of Works*, read "Transnet Freight Rail".

1.4.9 Void

1.4.10. Where "Resident Engineer (Signals and Telecommunications)", "Technical Officer", "Engineer" or variations or abbreviations thereof appear in any specification, standard or other document referred to in the *Employer's Scope of Works*, read "Supervisor" or "Project Manager" according to the context and in line with the conditions of contract.

1.4.11. Where "Machinery and Occupational Safety Act 1983 (Act 6 of 1983)" is referred to in any specification or condition, forming part of the contract document, read "Occupational Health and Safety Act 1993 (Act 85 of 1993)".

1.4.12. Where any of the clauses of the "E5 General Conditions of Contract" is referred to in any specification, standard or other document referred to in the *Employer's Scope of Works*, read "the relevant clause or section of the contract document".

1.4.13. The *Contractor* obtains copies of all the required standards, specifications, drawings, regulations and guidelines at own cost directly from their sources. However, on request, the Project Manager sources existing station-specific drawings relevant to the works in software format from Transnet Freight Rail's ProjectWise system.

1.4.14. The following abbreviations are used:

Abbreviation	Meaning
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CD	Compact Disc
CEMP	Construction Environmental Management Plan
CIDB	Construction Industry Development Board
CSHEO	<i>Contractor's</i> Safety, Health and Environmental Officer
CM	Construction Manager
CRC	Cyclic redundancy check
DTI	Department of Trade and Industry
ECC3	NEC3 Engineering and Construction Contract
ECP	Enterprise Change Proposal

Abbreviation	Meaning
FSDT	Fail-safe data transfer system
FMECA	Failure modes, effects and criticality analysis
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
JSA	Job Safety Analysis
LED	Light-emitting diode
MCU	Master Control Unit
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PLC	Programmable Logic Controller
PPE	Personal Protective Equipment
QA	Quality Assurance
SANS	South African National Standards
SES	Standard Environmental Specification
Sharepoint	Microsoft Sharepoint
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee
TCP	Transnet Capital Projects
VDU	Visual display unit

2 Engineering

2.1 Design services and activity matrix

2.1.1 *Employer's design:* None.

2.1.2 The *Contractor* designs the whole of the *works*.

2.1.3 SANS 1921-1:2004 is applicable and the specification data is:-

- (1) Clause 4.1.7: This data is covered in items 2 and 4 of the *Employer's* Scope of Works.
- (2) Clause 4.2.1: The responsibility assigned to the *Contractor* is generally as per strategy C in table 1.
- (3) Clause 4.2.2: Not applicable.

2.2 Acceptance of the *Contractor's* design

2.2.1 The *Contractor* complies with the specifications.

2.2.2 The *Contractor* submits the following drawings (two paper copies with each submission) to the Project Manager for acceptance checking before installation of the affected signalling Plant and Materials:

- (1) Station layouts;
- (2) Spoor cable layouts;
- (3) FSDT schematic block diagrams and equipment layouts;
- (4) Cable route plans;
- (5) Cable plans;
- (6) Apparatus case, pothead and junction box plans;
- (7) Control sheets;
- (8) Remote control schematic block diagrams, VDU layouts (sig files), equipment layouts and software data;
- (9) Bit allocations;
- (10) Relay room rack layouts;
- (11) Earthing;
- (13) Other equipment and rack layouts;
- (14) Detailed red/yellow work for changes to existing installations;
- (15) All new circuits for the FSDT, etc., especially where an approved typical drawing does not exist or for which an FMECA has not been done; and,

(16) All modifications to interlocking units.

- 2.2.3** A paper copy of the Voelfontein book of circuits (drawing number CSE-7C-Y706) is available on request to illustrate the minimum detail required on drawings, especially for axle counters and remote control equipment.
- 2.2.4** The *Contractor* submits copies of all PLC, computer, FSDT and remote control data generation/configuration files in both software (CDs) and paper format, for acceptance checking by the Supervisor before installation and as part of as-built documentation. The *Contractor* submits the details of all software and associated data and settings.
- 2.2.5** The *Contractor* corrects, re-checks and re-submits any portions of his design not complying with the Scope of Works. The Project Manager need not give exhaustive details of why he does not accept the *Contractor's* design or portions thereof.
- 2.2.6** Despite any checks done by any of the *Employer's* agents, it remains the *Contractor's* responsibility to check his designs for compliance to the Scope of Works. For all his designs, the *Contractor* provides proof of certification by a professional in terms of the Engineering Act. All test copies of drawings carry the signature of that professional. With the *Contractor's* final submission of a station's as-built drawings, he submits three paper copies, one of which carries signature of that professional on all amended or new sheets.

2.3 Using the *Contractor's* design

- 2.3.1** The *Contractor* grants Transnet a non-exclusive licence to use the copyright in all design and software data presented to the *Employer* in relation to the works for any purpose in connection with the construction, re-construction, refurbishment, repair, maintenance and extension of the works with such licence being capable of transfer to any third party without the consent of the *Contractor*.
- 2.3.2** No separate or extra payment is due for any non-exclusive licence granted in terms of this clause.

2.4 Applicable drawings

- 2.4.1** Refer to the existing apparatus case plans, termination box plans, cable plans, books of circuits, CTC books, VDU layouts and non-illuminated train control diagrams for the stations comprising the works.
- 2.4.2** Existing as-built drawings for the affected stations are supplied to the *Contractor* in TIFF or DGN (Microstation) software format, for updating and to aid him to do his design.
- 2.4.3** The *Contractor* verifies the accuracy of all existing as-built drawings, especially the station layouts and cable plans, and notifies the Project Manager of any discrepancies.

2.5 Plant and Materials

2.5.1 Quality

- (1) The *Contractor* provides Plant and Materials in accordance with SABS

1200 A-1986, clause 3.1, unless stated otherwise elsewhere in the *Employer's Scope of Works*.

- (2) The *Contractor* provides written certification of compliance with the specifications for Plant and Materials he supplies.
- (3) Only Transnet Freight Rail approved Plant and Materials are used.
- (4) All Plant and Materials are new, unless the use of old or refurbished Plant and Materials is expressly permitted as stated elsewhere in the *Employer's Scope of Works* or as instructed by the Project Manager.
- (5) All imported Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.
- (6) The *Contractor* replaces any damaged Plant and Materials (whether in the Working Areas or not) or any Plant and Materials with Defects and notifies the Project Manager and the Supervisor each time replacement is required.

2.5.2 Tests and inspections before delivery

- (1) The Supervisor inspects each batch of Plant and Materials before delivery to the Working Areas.
- (2) The *Contractor* submits test certificates to the Supervisor for the following Plant and Materials before delivery to Site:
 - Application software and data;
 - Interlocking units;
 - Vital relays;
 - FSDT equipment;
 - Interlocking racks and other Plant and Materials custom-built off-Site.

2.6 Contractor's Equipment (including temporary works)

2.6.1 The *Contractor* provides the Supervisor with calibration certificates for the following Equipment used to Provide the *Works*:

- (1) Cable meggering Equipment;
- (2) Earthing test Equipment; and,
- (3) Electronic multimeters.

3 Construction

3.1 Works specification

3.1.1 The following standard specifications are applicable:

Number	Description
SAGS 1200 A-1986	Civil Engineering Construction (Section A: General)
SABS 1200 AB-1986 (excluding clauses 2.2, 3.2(j), 4.1, and 5.4)	Civil Engineering Construction (Section AB: Engineer's Office)
SABS 1200 C-1986 (as amended 1982)	Civil Engineering Construction (Section C: Site Clearance)
SANS 1921-1:2004	Construction and management requirements for works contracts (Part 1: General Engineering and Construction Works)
SANS 1921-6:2004	Construction and management requirements for works contracts (Part 6: HIV/Aids awareness)

3.1.2 The *Contractor* complies with the specifications.

3.1.3 The *Contractor* keeps in his Site office a properly compiled copy of the specifications, all applicable SAGS/SANS standards, and specifications/ guidelines issued by the *Employer*.

3.1.4 The *Contractor* only constructs the works from drawings which are based on designs accepted by the Project Manager and certified and date-stamped by the *Contractor*.

3.2 Temporary works, Site services & construction constraints

3.2.1 *Employer's* Site entry and security control, permits, Site regulations and restrictions on Site use:

(1) The *Employer* allows access to Site, on request, after:

- The *Contractor* requests access from the Project Manager,
- The *Contractor* submits copies of the agreement between the *Contractor* as *Employer* and his employees as envisaged by Section 37 (2) of Act 85 of 1993;
- The Project Manager accepts the *Contractor's* SMP and Environmental Method Statement;
- The *Contractor* has made all safety, health, environment and quality appointments required to proceed with Site activities;

- The *Contractor* provides the safety case between the Parties and it is signed by the Parties; and,
 - The Project Manager issues a *Site* access certificate.
- (2) The *Contractor* is given access to the various equipment *Sites* and such entry permits and keys as are considered necessary by the Project Manager.
- (3) The *Contractor* complies with the following requirements of the *Employer*.
- Reporting of faults and failures;
 - Occupation requirements;
 - Safety risk management; and,
 - Environmental constraints and management.

3.2.2 Access to private property

- (1) If the *Contractor* must enter private property to Provide the Works, the *Contractor* obtains a letter of introduction from the Project Manager.
- (2) The *Contractor* ensures that private property is not entered without prior permission from the owner and/or the occupier to do so.
- (3) The *Contractor* ensures that steps are taken to ensure that livestock do not obtain passage through fences that have been temporarily damaged when Providing the Works.
- (4) If entry on private property is required for any period of time, a proper gate is provided as a temporary measure. After the completion of work, the fences are restored properly and to the satisfaction of the owner and/or the occupier.
- (5) Private property owners are kept informed about any changes to the construction programme should they be affected.
- (6) If an owner or occupier of private property raises any objection to the *Contractor* entering the property, the *Contractor* immediately refers the matter to the Project Manager.
- (7) All contact with private property owners is courteous at all times. The rights of owners are respected at all times. The *Contractor* does not interfere with private property.

3.2.3 People restrictions on *Site*, hours of work, conduct and records

- (1) The *Contractor* complies with the following hours of work on the *Site*:
- Normal working hours on *Site* means the hours of work, as determined by a wage regulating measure or statutory enactment for any trade or activity, in respect of which the basic minimum rate of pay is applicable, and excludes all time for which a higher rate of pay is obligatory. Where no wage regulating measure is in force, the normal hours will be 07h00 to 17h00 Mondays to Fridays, including a daily meal break.

- The *Contractor* confines his work to normal working hours except when work outside these hours is:
 - specifically provided for in the contract; or
 - permitted by the Project Manager at the *Contractor's* request; or
 - ordered by the Project Manager, or
 - normally carried out in multiple shifts.
 - When the *Contractor* proposes to work outside normal working hours, he applies to the Project Manager at least seven days in advance. Permission is not withheld unreasonably, and is subject to such conditions as the Project Manager may impose to protect the *Employer's* interests. Such permission may be withdrawn at any time. The *Contractor* is not entitled to any claim for additional payment or time arising from either the refusal to permit such working or the granting of such permission or withdrawal of permission.
 - The Supervisor's acceptance testing and commissioning occur during undefined hours, and may include weekends, public holidays and night work, solely at the discretion of the Supervisor and in accordance with the *Employer's* requirements.
- (2) The *Contractor* keeps daily records of his people engaged in the Working Areas (including Subcontractors) with access to such daily records available for inspection by the Project Manager at all reasonable times.

3.2.4 Cooperating with, obtaining acceptance of and checking the work of *Others*:

- (1) The *Contractor* Provides the *Works* and co-operates with:
- Transnet Freight Rail (Infrastructure Engineering) who is upgrading or changing any part of the CS90 in the CTC or at any station
 - The signalling *Contractor* who is upgrading or changing any part of the CS90 in the CTC or at any station
 - The telecommunications *Contractor*.
- (2) The *Contractor* liaises directly with Transnet Freight Rail (Technology Management) and other AIA's for FMECA's and other approvals of technologies, Plant and Materials, design of typical circuits, etc.
- (3) The *Contractor* inspects the work of *Others* with which the *works* interfaces, in conjunction with the Project Manager.

3.2.5 Publicity, progress photographs and signage:

- (1) The *Contractor* provides a name board with the *Employer's* name, contract number, *Contractor's* name, contact persons and contact details at their *Site* camp. Name boards are done as per SABS 1200 AB-1986 clause 3.1.

- (2) Other signage on *Site* is generally provided by *Others*, but any warning/hazard signage required for the works is provided by the *Contractor*. The *Contractor* provides notice boards in construction camps as per environmental requirements.
- (3) The *Contractor* submits *Site* progress photographs weekly in TIFF, JPEG or compatible format via E-mail to the Project Manager.
- (4) The *Contractor* does not advertise anything related to the contract to any third party, nor communicates directly with the media without the Project Manager's written consent.

3.2.6 Contractor's Equipment

- (1) Requirements for Equipment are covered in the specifications.
- (2) The *Contractor* supplies all Equipment necessary to Provide the Works.
- (3) Any faulty equipment is promptly replaced or repaired.
- (4) The *Contractor* keeps daily records of his Equipment used in the Working Areas (distinguishing between owned and hired Equipment) with such daily records available for inspection by the Project Manager at all reasonable times.

3.2.7 Services and facilities provided by the Employer.

- (1) The *Employer* provides no services or facilities other than suitable and available *Site* areas and existing service roads.
- (2) The *Contractor* may be allowed use or tie into existing water and telephone and infrastructure, if the Transnet Freight Rail signals maintenance depot engineer agrees, and at the *Contractor's* own cost.
- (3) The *Contractor* makes all arrangements and pays for the use of services and facilities provided by the *Employer*.
- (4) Wherever the *Employer* provides facilities for the *Contractor's* use within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and *Others* in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

3.2.8 Facilities provided by the Contractor

- (1) Contrary to SANS 1921-1 clause 4.14.1, the *Contractor* is responsible for his *Site* establishment. Location of the *Contractor's Site* camps and other facilities is subject to the Project Manager's acceptance and subject to availability of space on *Site*.
- (2) The *Contractor* provides the following facilities for the Project Manager and Supervisor.

- No extra requirements other than those stated in SANS 1921-1 clause 4.14 are required, except as below.
 - Office accommodation in the *Contractor's Site* camp: one office for two persons.
 - Communication Equipment for the Supervisor's acceptance testing, inspections and commissioning of the works to search for Defects. The use of cellular telephones for final commissioning is not acceptable.
- (3) The *Contractor* provides sufficient mobile chemical toilets on *Site*.
- (4) The *Contractor* provides his own electricity supply for the works by means of suitable and sufficient portable generators.
- (5) Wherever the *Contractor* provides facilities (either his own or for the *Employer* and his agents) and all items of Equipment, involving offices, accommodation, laboratories, Plant and Materials storage, compound areas etc, within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and *Others* in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- (6) Unless expressly stated as a responsibility of the *Employer*, all residual requirements for the provision of facilities and all items of Equipment necessary to Provide the Works remains the responsibility of the *Contractor*.
- (7) The *Contractor* provides any additional access required to *Site* at own cost, removes it on completion of work and re-instates the *Site* to its original condition or better. Written permission is required from the Project Manager before any access is constructed.

3.2.9 Inspection of adjoining properties

- (1) The *Contractor* inspects and surveys buildings, premises and facilities adjacent to the *Site* and which are affected by the works in accordance with punch-lists, co-ordination and/or liaison with adjacent property owners and agents of the *Employer* and in conjunction with the Project Manager.

3.2.10 Survey control and setting out of the works

- (1) Survey control and setting out of the works are the *Contractor's* responsibility, subject to the Supervisor's acceptance.

3.2.11 Existing services, including cable and pipe trenches

- (1) The *Contractor* verifies the boundaries of the Transnet Freight Rail servitude.
- (2) The *Contractor* locates existing services before commencing work on *Site*.

- (3) Where the *Contractor* encounters existing services, he takes extreme care not to damage them. Any such damage is the *Contractor's* responsibility.
- (4) The *Contractor* contacts the relevant authorities through the Project Manager to co-ordinate *Site* activities.

3.2.12 Sequences of construction

- (1) The *Contractor* manufactures and installs the *works* to comply with the Sectional Completion Dates and the commissioning sequence stated in the *Employer's* Scope of Works.

3.2.13 Giving notice of work to be covered up

- (1) The *Contractor* notifies the Supervisor of all elements of the *works* which are to be covered up, for example loading of software in signalling equipment, cable-laying and trenching.

3.2.14 Hook ups to existing installations

- (1) The *Contractor* promptly notifies the Project Manager in writing if any suspected discrepancies with as-built information are noted.
- (2) Changes are only done as per red and yellow work drawings accepted by Project Manager.
- (3) Occupations are arranged for work to be done, including proper occupation plans submitted by the *Contractor*.
- (4) The *Contractor* works on existing installations only if the work is done in the presence of and as directed by the Supervisor.
- (5) The prevention of faults on signalling and other circuits is essential.
- (6) The *Contractor* promptly notifies the Project Manager and the Supervisor in the event of faults and failures.

3.3 Testing, commissioning, Completion and correction of Defects

3.3.1 Materials, facilities and samples for tests and inspections

- (1) The *Contractor* provides all materials, facilities and samples required to perform inspections, tests and commissioning.
- (2) The *Contractor* provides test simulation facilities to enable comprehensive testing of the *works* at their manufacturing facility and in every relay room prior to commissioning.
- (3) The *Contractor* provides all computers (on loan and on request), application software and other Equipment to the Supervisor to read and verify all data and configuration files, including before installation, reading back the data and configuration from an installation and as-built documentation.

3.3.2 Commissioning and take over procedures

- (1) Testing, commissioning, hand over and take over are done in accordance with specifications BBB3609 and CSE-1 155-500 category N48.
- (2) The *Contractor* decommissions the existing installations in the presence of and as directed by the Supervisor.
- (3) After completing his installation and pre-testing at each station, the *Contractor* submits a test certificate to the Supervisor stating that:
 - A competent person (his test officer), who is named, has pre-tested and corrected all equipment and circuits,
 - All cables have been megged for the completed portion of the works as required by the Supervisor (completed meggar sheets are submitted to the Supervisor before the commissioning occupation starts); and,
 - That the installation complies with the Scope of Works and is complete in all respects, including a wire count of all locally wired terminals as well as "ringing out" of circuits, units and all rack-to-rack wiring.
- (4) The Supervisor does not commence his acceptance inspection until submission of the *Contractor's* test certificate referred to herein and an updated test copy of all applicable drawings.
- (5) Successful conclusion of the acceptance inspection is a prerequisite for the commencement of the Supervisor's acceptance testing and commissioning. Any incomplete work on wiring results in an installation being considered not ready for acceptance testing.
- (6) The *Contractor* provides suitably qualified and competent personnel to assist the Supervisor with acceptance testing and commissioning of the works. Testing personnel requirements during commissioning are at least:
 - The *Contractor's* test officer;
 - Two persons in each relay room;
 - Two persons in each CTC office; and,
 - Three trackside teams of two persons each to enable testing of signal aspect switching, etc.
- (7) The Supervisor in consultation with the *Contractor* determines the time and personnel required for the Supervisor's acceptance testing and commissioning of the works. The Supervisor performs the following acceptance tests, amongst others:
 - Remote control: correspondence checking of all trackside functions to each relay room and respective VDU at each CTC office. This includes all route calling, signal aspect switching and route turnout indicators as well as track and points correspondence with detection.
 - In-depth checking of the FSDT, and all other interlocking changes.

- (8) The Supervisor gives formal acceptance of the complete system in writing after successful commissioning.
- (9) After (Sectional) Completion, the Project Manager arranges a take over inspection to allow certification of (Sectional) Completion subject to a Defects list.
- (10) The Contractor ensures that the Project Manager has a full and accurate dossier of as-built documents that represent the status of the completed works (to include Plant and Materials within the works) to present to the Employer.
- (11) The Contractor ensures that the Project Manager has a full and accurate dossier of maintenance and operating manuals as appropriate at the earlier of take over or Completion.
- (12) Where the Contractor has presented maintenance and operating manuals to the Project Manager at take over, the Contractor modifies and updates as-built documents as necessary prior to Completion.
- (13) All drawings, software data, maintenance and other manuals, software licenses and spare part catalogs form an integral part of the works, which is not complete until all the that documentation is received.

3.3.3 Work to be done by the Completion Date

- (1) On or before the Completion Date the Contractor does everything required to Provide the Works including the work listed below which is done before the Completion Date and in any case before the dates stated.
- (2) For the purposes of Sectional Completion, a Section is a station.
- (3) The Project Manager does not certify Completion until all the work listed below are done and are free of Defects which will, in his opinion, prevent the Employer from using the works or Others from doing their work:

No	Item of work	To be completed when
1	As-built drawings, quality records, software data and other documentation	By the Completion Date
2	Spares and test equipment	Before the first commissioning occupation
3	Training	Before the first commissioning occupation at each CTC.
4	Final testing and commissioning	See also testing and commissioning requirements and programming constraints
5	Performance testing of the works	Within five working days after commissioning each station.
6	Demolitions	By the Completion Date
7	Technology transfer	By the Completion Date
8	Correction of all Defects notified by the end of the Contractor's post commissioning performance testing	By the Completion Date

3.3.4 Use of the works before Completion has been certified:

(1) The *Employer* uses the following parts of the works before Completion is certified by the Project Manager which does not constitute take over by the *Employer*.

- After each station is commissioned, it is handed back to Transnet Freight Rail to continue their train operations in the interim until Completion.

(2) Any ("hand over") inspections done to allow use of commissioned portions of the works are done to aid prompt correction of Defects and should not be confused with take over procedures.

3.3.5. Performance tests:

(1) Directly after commissioning a station and before Completion can be certified, the *Contractor* monitors and provides records to prove fault-free performance of the system for a continuous period of at least forty-eight hours.

(2) No performance tests are required after Completion, except for the purpose of searching for and correcting Defects.

3.3.6. Access given by the *Employer* for correction of Defects

(1) The *Contractor* complies with the constraints and procedures stated elsewhere in the *Employer's* Scope of Works where the Project Manager arranges access for the *Contractor* after Completion:

(2) The *Contractor* corrects Defects in the presence and under direction of the Supervisor.

4 Plant and Materials standards and workmanship

The *Contractor* Provides the Works as follows:

4.1 Remote control systems

4.1.1. Void

4.1.2. Void

4.1.3. Re-use the existing CS90 office equipment at Leeuhof CTC office, where suitable.

4.1.4. Re-use the existing CS90 field equipment and optic fibre interface equipment, where suitable.

- 4.1.5. Replace the CS90 office rack at Union CTC with the new CS90 rack
- 4.1.6. Program or reprogram all MCUs of the fields and Leeuhof CTC and Union CTC offices.
- 4.1.7. The latest Prc software should be used to do the MCUs configuration
- 4.1.8. The addresses on the Prc should be on Hex numbers
- 4.1.9. Provide blocking cross facilities for bi-directional sections.
- 4.1.10. Implement automatic giving of "line clear" on the arrival side for block signals between stations controlled from the same CTC office.
- 4.1.11. Retain ten percent spare capacity on the input and output cards for all remote control field equipment.Void
- 4.1.12. Do CTC office changes only as required by changes in the relay rooms, but include at least the following:
 - (1) Implementation of the latest approved reset method;
 - (2) Power distribution to the signalling telecommunications equipment;
 - (3) Updated VDU layouts; and,
 - (4) Updated non-illuminated train control (back-up) diagrams.
- 4.1.13. Void

4.2 Interlockings

4.2.1 For the Sentrahub sections

- (1) Randwater – Vereeniging South
- (2) Vereeniging – Residensia
- (3) Yskor
- (4) Leeuhof South
- (5) Union - Natalspruit
- (6) KM3

move all inter-station signalling functions (block functions, aspect control, track vacancy repeat relays, and reeds remote functions) to the fail-safe data transfer system (FSDT).

4.2.2 Void.

4.2.3 Non-vital functions may be transferred between relay rooms as follows:

- (1) Via the CTC office using the remote control system; or,
- (2) Via the "dark fibre", using the field remote control MCUs.

4.2.4 Use the latest approved block interface units and circuits for the FSDT.

4.2.5 Each line should have its own FSDT evaluator (i.e. two evaluators per relay room

where applicable)

4.2.6 Feed vacancy section track relays over individual trip switches, to facilitate the testing of sequential cancellation circuits.

4.2.7 Modification of existing interlocking units is not preferred. However, if an interlocking unit is supplied or modified on the works, then modify all other interlocking units of the same kind so that they are fully compatible at all stations comprising the works. For example, if the Spoorplan Mk 1c block units interfaced to the FSDT are modified then the Spoorplan Mk 1c block units of the intermediate blocks are also modified. Such modification of interlocking units includes:

- (1) The implementation of the latest approved unit amendment;
- (2) Cleaning, repair and testing of the units as per Transnet Freight Rail specification BBC5941 (Clean and repair of geographical interlocking units);
- (3) Clear durable marking of modified units;
- (4) Modification of existing spare interlocking units: expected quantity is 10% of affected installed units;

4.3 Axle-counter equipment

4.3.1. Void.

4.3.2. Void.

4.3.3. Void.

4.3.4. Void.

4.3.5. Void.

4.3.6. Void.

4.3.7. Void.

4.3.8. Void.

4.3.9. Void.

4.3.10. Void.

4.3.11. Void.

4.4 Cabling and other trackside work

4.4.1. Bury all new trackside cable at least 1500mm deep as this is a high theft/vandalism risk area. Cover with soft-soil and concrete slabs.

4.4.2. Comply with typical drawing CTE-PK-1 (Accommodation of cables in railway formations).

- 4.4.3. The 600/1000 Volt specifications in Table 8 of specification CSE-1 164-001 Cat.X47 apply to the trackside cable.
- 4.4.4. Void.
- 4.4.5. Void.
- 4.4.6. Either terminate cables in existing apparatus cases/termination boxes or provide approved galvanised steel termination boxes complete with anti-vandal and anti-theft measures. Special joints are not allowed in axle-counter trackside silos.
- 4.4.7. On each side of a station, use separate tail cables for trackside equipment on the up and down lines.
- 4.4.8. Do not use cable markers. Instead, as part of the as-built drawings, provide portions of the cable plans in A4 format, showing all cable positions, track crossings, depth, joints and bends with its GPS positions. In addition, record the exact km point, distance from the track, and depth at regular intervals and at every location where the cable changes direction or depth, relative to the track.
- 4.4.9. Retain at least 10% spare cores in each cable, except for tail cables which feed the trackside equipment directly.
- 4.4.10. Maintain separation between cable trench routes and water drainage positions.
- 4.4.11. Use the correct size and approved type of cable joints, sleeves and crimping. Only solid crimping sleeves are allowed, and not split crimping sleeves.

4.5 Power Equipment

- 4.5.1. Void.
- 4.5.2. Void.
- 4.5.3. Void.
- 4.5.4. Distribute the 60V interlocking power using separate circuit breakers to the flexmux and dark fibre telecommunications equipment in the relay rooms and CTC offices.

4.6 Earthing and Lightning Protection

- 4.6.1. Test all earths affected by the works and submit the relevant certificates.
- 4.6.2. Install adequate lightning protection on all axle-counter evaluators, in conformance with the latest approved methods at other similar existing installations.

4.7 Telecommunications

Others provide the following telecommunication facilities for the sections

- (1) Randwater – Vereeniging South
- (2) Vereeniging – Residensia

- (3) Yskor
- (4) Leeuhof South
- (5) Union - Natalspuit
- (6) KM3

- 4.7.1. In each relay room and at each CTC office (remote control office equipment room), an optic fibre flexmux with two RS232 (V24) 9600 baud ports for primary remote control working and two RS232 (V24) 9600 baud ports for secondary (back-up) working – used with the optic fibre interface cards in a multi-drop configuration from each CTC office to the associated stations' remote control field equipment.
- 4.7.2. Between adjacent relay rooms one dedicated optic fibre pair ("dark fibre") terminated with one optic fibre modem (16-channel RS232 at 9600 baud asynchronous) at each end, to link the axle-counter evaluators and other interstation signalling equipment.

4.8 Disposal of redundant material

Unless otherwise specified, carefully strip out, stockpile at the Contractor's Site storage camp and deliver all signalling material made redundant by the works to the Transnet Freight Rail signals maintenance depot under which the station falls:

- 4.8.1. Do all demolitions in consultation with the Transnet Freight Rail signals maintenance depot engineer.
- 4.8.2. Implement proper control and records for the storage and delivery of all redundant material.
- 4.8.3. Take special care not to damage relays, transformers, line connection units, remote control equipment, axle-counter evaluators and other re-usable equipment.
- 4.8.4. Safe-guard copper and other valuable materials.
- 4.8.5. Chop rubber cable into 1000mm pieces for selling as scrap.
- 4.8.6. Cut buried cable at a depth of at least 300mm and abandon.
- 4.8.7. Keep cable drums to re-drum armoured cable for selling as scrap.
- 4.8.8. Communications cable: remove completely from the inside of relay rooms, CTC offices, apparatus cases and termination boxes, cut off the ends and abandon the rest of the cable.
- 4.8.9. Chop concrete products (case legs, stake routes, signal biscuits, etc.) to a depth of 100mm and dispose of the rubble at an approved waste site.
- 4.8.10. Submit full documentation to the Project Manager within three working days after delivery.

4.9 General

- 4.9.1. Provide new racks for all new FSDT and other new equipment. Do not use miscellaneous relays from the existing installations unless necessary. Re-use the existing ODF cable where suitable.

- 4.9.2. Remove all disused trackside signal telephones and the associated communications cable and equipment in the relay rooms.
- 4.9.3. Provide all additional number 2049 padlocks required for the works.
- 4.9.4. Provide approximately 10% recommended spare Plant and Materials, according to a detailed list of quantities as accepted by the Employer, and deliver to a central store under control of Transnet Freight Rail (Supply Chain Services) in the Johannesburg area before commissioning: at least one each, including ZAB2 units, ZAB4 units, block interface units and axle-counter interface boards, but excluding Q-base relays and free-issue Plant and Materials.
- 4.9.5. Provide the following test equipment before commissioning:
- (1) Void.

4.10 List of applicable specifications

Use the latest issues of the following specifications or as otherwise agreed by the Project Manager.

4.10.1. Transnet Freight Rail specifications:

Specification Number	Description
BBB0002	Information required on interlocking units
BBB0041	Preparation of Drawings for Transnet Freight Rail Infrastructure
BBB0320	Control Panel and Illuminated Diagram Standards for Multi-section Axle-counters
BBB0321	Numbering of Multi-section Axle-counter heads, track sections and FMs.
BBB 1454	Non - illuminated train control diagrams
Specification Number	Description
BBB1875	Required Operational Capability for Axle-counter Systems
BBB2335	Installation of Earthing and Lightning Protection of Electronic Measurement Equipment Housing
BBB3609	Procedure for Testing, Commissioning and handing over
BBB7863	Calibration And Verification Of Multi Meters
BBC1040	Installations of earthing and lightning protection of signal relay rooms and Signal equipment

	enclosures.
CSE-45D	Static Inverter
CSE-45E	Automatic Rectified/Battery Charger Outdoor Signalling Works
CSE-504/7	Outdoor Signalling Works
CSE-505/1	Power Supplies and Distribution
CSE-507/3	Installation of Axle-counters
CSE-511/1	Installation of Block Control Equipment
CSE-514/5	Manufacture of Concrete Components
CSE-516/1	Trenching and Outdoor Cable Installation
CSE-1 133-0 5 2	The Treatment and Coating of Signal Equipment in Corrosive and Non-corrosive Areas
CSE-1133-1 0 0 Cat.E 9 8	Technical Instructions
CSE-1 133-1 0 3 Cat.E 9 8	Replacing Effen Fuses with Trip Switches
CSE-1133-1 0 5 Cat. N 9 8	The Use of Cables in Signalling
CSE-1133-10 8	Installations Serial Numbers on PC Boards
CSE-1 154-00 1 Cat. E 4 8	Environmental Specification for Spoomet Railway Signalling Systems
CSE-1 155-500 Cat. N48	Testing of Signalling Installations
CSE-1155-502 Cat. N48	Installation of Relay and Spoorplan Interlocking Systems
Specification Number	Description
CSE-1 158-001 Cat. E98	General Requirements for Non-vital Electronic Hardware
CSE-1159-001 Cat. X48	Documentation for Signals Equipment
CSE-1163-009 Cat. X47	Isolating Transformer Signalling Power Applications
CSE-1163-013 Cat.X47	Stationary Enclosed Lead Acid Batteries
CSE-1163-014 Cat. E42	Signalling Relay Room Power Supply
CSE-1 164-001 Cat. X47	PVC Insulated Metal Protected Outdoor Cables

CSE-1164-002 Cat. X47	PVC Insulated Multi-core Indoor Cables
CSE-1 164-003 Cat. X47	PVC Insulated Flame Retardant Indoor Cables
CSE-1 164-005 Cat. X47	PVC Insulated Single Core Indoor Cables
CSE-1 164-006 Cat. X47	Stranded, Bare Copper or PVC Insulated, Outdoor or Indoor Cable for Earth Connections
CSE-1 164-007 Cat. X47	PVC Insulated Unarmoured Cabtyre Cable
CSE-1 164-008 Cat. X47	Stranded, Galvanized Steel, PVC Insulated, Outdoor Cable for Track Jumpering
CSE-1173-013 Cat. E42	Centralised Traffic Control System (Office-based)
CSE-1173-014 Cat. E42	Signalling Remote Control System (Office based)
CSE-1 173-025 Cat. X47	Train Time Recording system (VDU-based)
CSE-1 173-033 Cat. X47	Automatic Train Routing System (Office-based)
CSE-1 173-036 Cat. X47	Traffic Control System (VDU-based)
CSE-1 174-003 Cat. E42	Interlocking
CSE-1 174-004 Cat. E2	Axle-counter Systems
CSE-1174-010 Cat. D42	Axle-counter Systems
CSE-11 NA-090	Installation of the CS90 System
CSE-W-194 Cat. N98	CS90 Installation Documentation

4.10.2. General Transnet specifications:

Specification Number	Description
E4.B	Minimum communal health requirements in areas outside the jurisdiction of a local authority: temporary facilities for <i>Contractor's</i> personnel.
E4.E	Safety arrangements and procedural compliance with the Occupational Health an Safety Act
E7/1	Specification for work on, over, under or adjacent to railway lines and near high voltage equipment

4.10.3. Other specifications:

Specification Number	Description
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NRSO48-2:2003

Electrical supply – Quality of supply Part 2

4.11 Addendums to specifications**4.11.1. Specification No. CSE-50417 (January 1985): Outdoor Signalling Work.**

- (1) Clause 2.1:
Delete 0.9mm and 1.4mm for multi-core P.V.C. cable.
- (2) Clause 3.1
All jointing material kits (heat-shrink and/or resin type) are to be approved by Transnet Freight Rail (Technology Management).
- (3) Clause 4 - Void
- (4) Clause 5.1
Paragraph 2 to read: "PVC trunking and extruded aluminium rails shall be used for the wiring and inner frame".
- (5) Clause 5.8 to read:
"Internal wiring must be run vertically and horizontally only, and must be grouped using the provided PVC trunking correctly".
- (6) Clause 5.11
Add ", and CSE-1155-502 annexure 7" at the end of the sentence.
- (7) Clause 6 - Void
- (8) Clause 7 to read:
"Sirens shall be in accordance with specification CSE-1163-017 (Latest amendment). The approved range shall be from 0.5 km up to 1 km".

4.11.2. Specification No. CSE-50612 (January 1985): Installation of Track Circuits:

- (1) Clause 6.0
Substitute "CSE-518/1" with "BBC1040".
- (2) Annexure 2 - sheet 1 of 3
25mm - 30mm Ultraviolet protected non-reinforced pipe (25mm ID Rubber tubing 4mm W/T) may be used for track tail cable and jumper protection instead of Dunlop Heliftex hose.

4.11.3. Specification No. CSE-51415 (January 1985): Manufacture of Concrete

Components:

Clause 9.5 - Void.**4.11.4. Specification No. CSE-51611 (January 1988): Trenching and Outdoor Cable Installation:**

- (1) Replace "GI Ducting and Concrete trough" wherever it appears with "GI Pipe".
- (2) Clause 3.3

Replace paragraph one with: "Where the required trench depth is not obtainable, and with the approval of the Project Manager, G.I. pipe may be used in the main trench. This must be covered with 50mm of soft soil and a 150mm 30Mpa concrete slab must be cast on top of the soil. The concrete slab must be covered with a minimum of 150mm soil".

Replace "500mm depth" in the second paragraph with "the required trench depth".

Replace "40mm thick, 300mm wide and 500mm long" with "40mm - 50mm thick, 300mm wide and 500mm - 1000mm long".

(3) Clause 3.6 to read:

"Where cables are required to be laid down embankments, G.I. pipes shall be used. These G.I. pipes shall be boxed in concrete at the top and bottom ends of the embankment in such a manner that the embankment is not disturbed".

(4) Clause 3.13

High voltage indication danger tape approved by Standards SA is installed 200mm above the concrete slabs.

(5) Clause 3.14

Cable-laying on embankments is done in 150mm G.I. pipes and backpacked with soilcrete.

(6) Clause 4.5

Replace "3 meters of cable slack" with "1 meter of cable slack".

(7) Clause 4.8

Replace "3 meters" with "1 meter" and "1.5 meter" with "0.5 meter".

(8) Clause 6.1 to read:

"Where the main trench crosses bridges the cable shall be laid in a 150mm G.I. pipe boxed in 450mm x 450mm of 30Mpa concrete with inspection points ± 100 meters apart. These inspection points shall be sealed and indicated on the cable plans and civil plans.

If the above mentioned is not possible or it will restrict the natural flow of water, a 150mm G.I. pipe must be mounted against the wall of the bridge with inspection hole's 50m apart and the ends of these pipes must be sent and cast in concrete in the ground at each end".

(9) Clause 6.4.1 -Tail trench track crossings:

Replace "Pitch fibre pipes to specification No SABS 921 of 1982" with "100mm plastic pipe with a wall thickness of 6mm, and approved for cablelaying by Standards SA".

The last sentence is to read: "... the pipe must protrude 1.5 meter beyond the edge of the ballast".

(10) Clause 6.4.3

Replace "two weeks" with "three weeks".

(11) Clause 6.4.4 -Main trench track crossings:

Only 150mm G. I. pipe (minimum thickness 5mm) is used.

(12) Clause 7.0 and sub clauses - Void.

(13) Clause 9.0 and sub clauses - Void.

SECTION 2 - COMMERCIAL

5 Management and start up

5.1 Works specification

5.1.1. The following parts of SANS 1921 are applicable:

SANS 1921-1:2004	Construction and management requirements for works contracts (Part 1: General Engineering and Construction Works)
SANS 1921-6:2004	Construction and management requirements for <u>works contracts</u> (Part 6: HIV/Aids awareness)

5.1.2. The *Contractor* complies with the specifications.

5.2 Planning and programming

5.2.1. Programming constraints

- (1) The *Contractor* completes the works within twenty calendar months from the date of contract award.
- (2) The lead-time for arranging *Site* access is at least twenty working days after all requirements for *Site* access are met and at least twenty working days after the Contract Date.
- (3) The Supervisor requires at least ten working days to check the *Contractor's* test and inspection plan.
- (4) The Project Manager requires at least ten working days each to check the *Contractor's* Quality Plan, safety case, SMP and Environmental Method Statement.
- (5) The *Contractor* gives the Project Manager notice of at least ten working days to source specific existing as-built drawings.
- (6) Acceptance checking of the *Contractor's* design takes at least twenty working days per station. No more than three stations at a time are checked for acceptance.
- (7) Excluding the commissioning occupation, ad-hoc testing and inspections by the Supervisor take on average one working day per station for each
- (8) The lead-time for arranging occupations is at least forty working days.
- (9) Occupations do not take place during the annual three-week December/January shutdown period and the three-week period after Easter.

- (10) The *Contractor* submits his occupation plan and test copies of all relevant drawings for acceptance at least fifteen working days before each occupation.
- (11) The Supervisor's acceptance inspection (walk-through) takes one working day per commissioning occupation.
- (12) The Supervisor's acceptance testing and commissioning requires up to seven days during each commissioning occupation of not more than three stations. This may include weekends and public holidays, but it is entirely at the Supervisor's discretion.
- (13) After commissioning each station, two calendar months are allowed for demolitions and the finalisation of as-built drawings, manuals, quality records, software data records, technology transfer and other documentation. Initial submission of all as-built documentation for a station is within twenty-one working days after the station is commissioned.
- (14) All time periods given for the Supervisor, Project Manager or any of the *Employer's* other agents to perform their duties, exclude the annual three week December/January shutdown period and the three-week period after Easter.
- (15) The *Contractor* shows on the Accepted Programme detailed activities to modify installed and spare interlocking units. Spares are released to the *Contractor* for modification in a number of batches, according to maintenance requirements. Spare interlocking units are only available for modification from twenty working days after the start date. Transnet Freight Rail delivers spare interlocking units to be modified to the *Contractor's* manufacturing facility in the Johannesburg area or as agreed with the *Contractor*. Modification of interlocking units is done in a way which minimises the occupation requirements and the Supervisor's testing time. Before a modified interlocking unit can be used in a specific installation, the Supervisor functionally tests it in that installation.

5.2.2. Sequence of the works:

- (1) The *Contractor* plans the works to meet the Sectional Completion Dates.
- (2) Normally two stations but sometimes three stations are commissioned during one occupation, depending on the size and complexity of the stations involved.
- (3) The commissioning occupation dates for different groups of stations do not overlap.

5.2.3. The *Contractor* presents each programme on paper and in software format.

5.2.4. The *Contractor* submits each programme as a Gantt chart in Microsoft Projects 2003 or fully compatible format.

5.2.5. The *Contractor's* programme shows the critical path(s) and all necessary logic diagrams demonstrating sequence of operations.

- 5.2.6. The *Contractor's* programme shows the duration of operations in working days.
- 5.2.7. The *Contractor's* programme shows the requirements of the CEMP, SES, PES,SMP and the Environmental Method Statements.
- 5.2.8. The *Contractor's* programme shows the following levels:
- (1) Level 1 Master Schedule - defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning, finalisation and Completion.
 - (2) Level 2 Project Schedule - summary schedules 'rolled up' from Level 3 Project Schedule described below.
 - (3) Level 3 Project Schedule - detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations are assigned a code by the Project Manager. The Project Manager notifies any subsequent layouts and corresponding filters on revised programmes.
 - (4) Level 4 Project Schedule - detailed discipline speciality level developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline.
 - (5) A narrative status report, which includes precise status and performance of operations in the Working Areas, precise status and performance of operations outside the Working Areas, manpower histograms, S-curve of overall progress, critical action items (top 10) and deviations from the Accepted Programme and action plan to rectify.
- 5.2.9. On each revised programme the *Contractor* shows a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Contractor*.
- 5.2.10. The *Contractor* submits programme report information to the Project Manager at weekly intervals in addition to the intervals for submission of revised programmes stated under the Contract Data.
- 5.2.11. The *Contractor's* weekly programme narrative report includes:
- (1) Level 4 Project Schedule - showing two separate bars for each task i.e. the primary bar reflects the current forecast dates and the secondary bar the latest Accepted Programme.
 - (2) 3-week Look-ahead Schedule - showing two separate bars for each task i.e. the primary bar reflects the current forecast dates and the secondary bar the latest Accepted Programme.
 - (3) Manpower Histogram - reflecting actual, forecasted and planned activities

- (4) S-curves - reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values as calculated by the detailed progress report.

5.2.12. The *Contractor's* programme shows all activities of the *Employer*, the Supervisor, the Project Manager, approval authorities, Transnet Freight Rail, the telecommunications *Contractor* and *Others* which affect the *Contractor's* programme.

5.3 Format of communications

5.3.1. The *Contractor* supplies and has available at all times, in his *Site* office and at each manufacturing facility, three separate A4 carbon copy books with detachable numbered sheets in triplicate, used as:

- (1) A *Site* Instruction book to record instructions issued only by the Supervisor or Project Manager, who signs all instructions. The *Contractor* or his agent immediately acknowledges by counter-signing instructions.
- (2) A Daily Diary with a page per day for recording all events affecting the progress of the works, weather, receipt of drawings on *Site*, arrivals and dispatch of Equipment and Plant and Materials received or ordered, labour records, breakdowns, delays, work done during the day, etc. On a daily basis, the *Contractor* completes and signs the daily entries and it is then counter-signed by the Project Manager. Those days on which no events take place are ruled out and "NIL" entered.
- (3) The Risk Register.

5.3.2. The original sheet of each set of three pages is removed from the *Site* books and retained by the Project Manager. The *Contractor* may remove the second sheet but the third sheet is retained in the books until Completion when the books are handed to the Project Manager.

5.4 Key personnel requirements

5.4.1. Within two weeks from the start date, the *Contractor* submits an organogram of his key persons (both as required by the *Employer* and as independently stated by the *Contractor* under the Contract Data), their contact details and how they communicate with the Project Manager and the Supervisor.

5.4.2 The *Contractor* employs full-time a railway signalling engineer, registered with ECSA as a professional engineer or professional technologist, and fully conversant with the current railway signalling practices in South Africa, available for the works when required.

5.4.3 The *Contractor's* project manager has sufficient experience in railway signalling and is fully conversant with the current railway signalling practices in South Africa.

5.4.4 The *Contractor* has suitably qualified supervision staff in charge of the works. All such supervision staff is in direct full-time employment of the *Contractor* or Sub-Contractor.

- 5.4.5. The *Contractor* has an effective organisational structure in place to implement the SMP, CEMP and the Quality Plan.
- 5.4.6. Any member of Transnet's, the Supervisor's, the Project Manager's or the *Employer's* personnel associated with the works is responsible for inspection and acceptance testing/checking only and does not render any assistance, except at the instruction of the Supervisor or the Project Manager.

5.5 Meetings

- 5.5.1. The *Contractor* attends regular contract management meetings convened by the Project Manager (normally once a month). Such meetings are for the purpose of discussing progress, programme of works, finances, delays, safety, quality, environment, risk, Site Instructions, Plant and Materials, Equipment, Site conditions, occupations, the co-ordination of Site activities and other contractual matters. Risk reduction meetings, which can form part of the regular contract management meetings or be held as separate meetings, are also held to discuss early warnings, compensation events, contractual claims and the Risk Register. The meetings are chaired by the Project Manager and the proceedings are recorded and the minutes circulated by the Project Manager.
- 5.5.2. The *Contractor* also attends ad-hoc meetings convened by the Supervisor. Such meetings address specific issues or problems relating to design, quality, specifications and adherence thereto. The proceedings are recorded and the minutes circulated by the Supervisor.
- 5.5.3. The preferred location of meetings is either the *Employer's* office at Parktown or the *Contractor's* Site office, as decided by the chairman of the meeting.
- 5.5.4. Meetings of a specialist nature are convened at times and locations to suit the Parties and in line with the Accepted Programme. Records of these meetings are submitted to the Project Manager by the chairman of the meeting within five working days of the meeting.

5.6 Quality assurance requirements

- 5.6.1. The *Contractor's* Quality Management System conforms to International Standard ISO 9001.
- 5.6.2. The *Contractor* submits his Quality Management System documents to the Project Manager for acceptance as part of the programme to include details of the:
- (1) Quality Plan for the works;
 - (2) Quality policy;
 - (3) Index of procedures to be used;
 - (4) Document register; and,
 - (5) Schedule of internal and external audits for the works.
- 5.6.3. The *Contractor* submits in detail his proposed test and inspection plan to the Supervisor for acceptance before manufacturing and installation start. The *Contractor's* test and inspection plan includes detailed trenching records, witness points and hold points for critical activities.

- 5.6.4. Tolerances are covered in the specifications.
- 5.6.5. The *Contractor* develops and maintains a comprehensive register of documents that are generated on the contract including all quality related documents. The Project Manager indicates those documents to be submitted for information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register indicates 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 (except where stated otherwise) prior to such documents being used by the *Contractor*.
- 5.6.6. The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, quality assurance and quality control co-ordination activities to ensure that the *works* meet the standards stated in the Scope of Works. It includes a description of the *Contractor's* test and inspection activities, and check/test sheets. The *Employer's* specification HMG-QM-STD-001 contains the minimum requirements for the Quality Plan.

5.7 Documentation Control

- 5.7.1. The *Contractor* provides and controls documentation as per the specifications and 1S09001 standards.
- 5.7.2. All documentation is submitted with transmittal notes clearly identifying the sender, receiver, contents and purpose of the submission.
- 5.7.3. All documentation, including drawings but excluding invoices, is submitted via the *Employer's* Document Control department who distributes it to the relevant parties.
- 5.7.4. In addition to the paper copies, all electronic copies of all documentation are submitted on CDs. Drawings are in Microstation DGN format. Text documents are in Microsoft Word 2003, Acrobat version 6 (PDF) or fully compatible format. Spreadsheets are in Microsoft Excel 2003 or fully compatible format.
- 5.7.5. The *Contractor* implements proper software configuration management, including version control and CRC numbers for all software data and configuration files. He submits the relevant configuration management records to the Supervisor with every submission of software data or configuration files.

5.8 Reporting of faults and failures

- 5.8.1. The *Contractor* keeps the duty personnel in the train traffic control office informed of his *Site* activities so that he may be contacted without delay in case of an emergency.
- 5.8.2. The *Contractor* keeps the Project Manager, Supervisor and the train traffic control office informed of the names of members of his personnel who are available to receive calls during specific periods.

5.9 Occupations

- 5.9.1. Before the *Contractor* undertakes work involving track crossings, the occupation of the track, dead orders or other interruption of Transnet's service, he submits a request for an occupation in writing to the Project Manager.
- 5.9.2. The *Contractor* contacts the Project Manager the day before the date of an occupation to ascertain whether the occupation is going ahead and whether the occupation details have changed.

5.9.3. The *Contractor* provides the Supervisor and Project Manager with a detailed occupation plan for acceptance, showing details of:

- (1) All decommissioning activities;
- (2) All disciplines involved;
- (3) Hours of work;
- (4) All Equipment, personnel, Plant and Materials and other resources the *Contractor* plans to use on the occupation;
- (5) Activities that have already been completed in preparation for the occupation;
- (6) Activities that still needs to be completed in preparation for the occupation;
- (7) His programme of work for the occupation; and,
- (8) All portions of existing installations that will be affected by the work, including a detailed method statement on what measures the *Contractor* will implement to minimise the occupation duration and how the existing installations will be protected/isolated from safety risks and disruption.

5.9.4. Submission of the occupation plan serves as confirmation that the *Contractor* will use the occupation. Failure to submit an occupation plan puts the occupation at risk of being cancelled.

5.9.5. Where safety of trains is affected by the *works*, except track crossings, the *Employer* provides personnel to supervise the protection of trains. For track crossings, the *Contractor* provides Transnet Freight Rail-approved flagmen with detonators, radios and all other Equipment to protect trains.

5.9.6. The *Contractor* provides protection to his personnel from the danger of passing trains.

5.9.7. Before disconnecting or working on any signalling equipment connected to a working signalling system, a local occupation is taken of that particular gear. Cooperation with the operating staff is essential for safe working and for the efficient completion of work.

5.9.8. When an occupation for work on an existing signalling installation takes longer than expected, the *Contractor* promptly notifies the Project Manager who applies for an extended occupation.

5.9.9. All safety precautions in the *Employer's* train working rules apply.

5.9.10. The *Contractor* provides all points clamps complete with number 2049 padlocks, and signal crosses and blanking plates for the protection of trains.

5.10 Safety risk management

5.10.1. The *Contractor* implements a SMP that complies with the Health and safety specifications and further uses the *Employer's* specification HMG-HS-STD-001 as a guideline, subject to the Project Manager's acceptance.

5.10.2. Personal protective equipment (PPE):

- (1) The wearing of specified personal protective equipment is compulsory whilst on or near railway lines or service roads.
- (2) PPE requirements for signalling personnel are as follows:
 - Reflective vests: Required for all personnel in the vicinity of a railway line or service road. Not required when working inside a relay room.
 - Safety boots: Required for all personnel on *Site*.
 - Hard hats: Required where there is a danger of falling objects or close to overhead work.
 - Overalls: Required for all installation personnel.

5.10.3. Use of vehicles:

- (1) When using service roads, the *Contractor* complies with the relevant legislation and ordinances.
- (2) The *Contractor* complies with all the traffic signs, speed limits, etc. on service roads.
- (3) Vehicles' main head lights and tail lights are switched on at all times when moving on service roads.

5.10.4. High voltage electrical equipment:

- (1) The *Site* may have "live" electrical overhead wires or underground cables and there is a danger of contact with such wires or piercing underground electrical cable during excavations.
- (2) When doing installations or working in the vicinity of high voltage equipment, the *Contractor* takes the necessary precautionary measures to safeguard his personnel against injury.
- (3) The *Contractor* considers all equipment as "live", notwithstanding any safety measures in the system to reduce induced stray voltages to a safe level.
- (4) Before work commences the *Contractor* makes all his personnel aware of the danger of "live" electrical wires and cables as well as induced stray voltages from AC electrification into signalling cables and equipment.

5.10.5. Train traffic control office, including the computer room:

- (1) When arriving at a relay room or its associated trackside, the *Contractor* informs the train traffic control office of his presence. The *Contractor* also records the date, time and his activities on a daily basis in the relay room maintenance book.

- (2) When the *Contractor* enters a train traffic control office he:-
- Identifies himself to the train traffic control officer in charge and states the purpose of his visit;
 - Enters the details of and reason for his visit in the CTC office logbook and signs the entry.
- (3) Before the *Contractor* leaves the relay room vicinity or train traffic control office, he reports his intended movements to the train traffic control officer in charge after completion of work for the day.

5.10.6. Protection of the public:

- (1) The *Contractor* ensures that restricted access is in place at all construction Sites and Site camps.

5.10.7. Security:

- (1) The *Contractor* provides Transnet Freight Rail-approved armed security guards on Site for his personnel, Equipment, Plant and Materials, and the *Employer's* agents performing their contract duties. Deployment of security personnel are arranged in consultation with the Project Manager subject to the applicable Transnet regulations.
- (2) The *Contractor* liaises with Transnet Freight Rail's security personnel so that they are at all times aware of the *Contractor's* security arrangements on Site.
- (3) In terms of clause 12(1) (a) Annexure 1 of the SATS Legal Succession Act (Act No. 9 of 1989), a special permit is required by any person carrying a firearm on premises owned or controlled by Transnet. This permit is obtained from Transnet Asset Protection Services. A permit is issued in special cases and not as a rule.
- (4) The *Contractor* supplies all his employees with clearly identifiable clothing, clearly marked with the *Contractor's* name.
- (5) The *Contractor* supplies all his employees with an ID card containing the employee's photo and RSA identity document number and statement of employment with the *Contractor*. Employees carry this document at all times. The *Contractor* ensures that persons no longer in his employ, do not have those ID cards in their possession.
- (6) Persons with criminal convictions are not employed on Site.
- (7) Employees are not hired at the Site.
- (8) All vehicles on Site have the *Contractor's* name clearly marked in a conspicuous position.
- (9) All employees undergo a security briefing before they are allowed on Site.
- (10) The *Contractor's* SMP includes a method statement on how security matters are managed on Site.

5.10.8. General:

- (1) The *Contractor* complies with all applicable legislation, regulations issued in terms thereof and Transnet's safety rules, regulations and guidelines entirely at own cost.
- (2) The *Contractor* complies with the Transnet specifications E7/1, E4.13 and E4.E.
- (3) For the application of the Occupational Health and Safety Act, 1993 the working areas are deemed to be under the *Contractor's* control for the duration of the contract, up to the defects date and including subsequent defects correction periods during which work is taking place. The *Contractor* is regarded as the *Employer* and is responsible for ensuring that the requirements of the Act and the regulations are implemented in the working areas.
- (4) All the *Contractor's Site* personnel attends Transnet Freight Rail's safety induction course before *Site* work commences. The duration will be a maximum of 8 hours during normal working hours.
- (5) In accordance with the safety case between the Parties, the *Contractor* complies with the following Acts: -
 - The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993). The *Contractor* produces proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
 - 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 his entirety.
 - The Explosives Act No. 26 of 1956 (as amended): The *Contractor*, where applicable, furnishes the Project Manager with copies of the permits authorising the *Contractor* to establish an explosives magazine on or near the *Site*.
- (6) Blasting is not allowed on *Site*.
- (7) Act 85 of 1993 registration of the *Site* on behalf of the *Employer* is done by the *Contractor*, in consultation with the Project Manager.
- (8) The *Employer's* safety representative attends all *Site* safety meetings called for in terms of Act 85 of 1993. The *Contractor* promptly submits copies of the minutes of those meetings to the Project Manager. Those meetings are monitored to identify any action required to rectify problems.
- (9) The storage of flammable materials requires particular attention.
- (10) Care is required when welding, flame-cutting or other fire-hazard operations occur and the *Contractor* provides suitable fire fighting equipment at close hand to those operations.

- (11) The *Contractor* reports all accidents in writing to the Project Manager. Any accident resulting in the death of or injury to any person in the working areas are reported within 24 hours of its occurrence, and any other accident is reported within 48 hours of its occurrence.
- (12) Telephone numbers of emergency services, including the local fire fighting service, are posted conspicuously in the *Contractor's Site* office near the telephone.
- (13) The *Contractor* provides suitable shoring for cable trenches.

5.11 Environmental constraints and management

- 5.11.1. The *Contractor* complies with the *Employer's* specifications HMG-EM-STD-001(the SES) and HMG-EM-M-002 (the CEMP).

5.12 Training and technology transfer

- 5.12.1. Before commissioning starts at each CTC office, the *Contractor* trains personnel to operate and maintain the works:
 - (1) The FSDT: operation, maintenance, faultfinding -maintenance personnel.
 - (2) Void.
 - (3) Any proprietary Plant and Materials or new technology, excluding CS90 equipment: operation, maintenance and faultfinding - maintenance and operating personnel.
 - (4) The *Contractor* trains all maintenance and operating staff from each of the different affected Transnet Freight Rail maintenance depots and CTC offices.
 - (5) Each course is presented twice for each depot and CTC office, to allow for day/night shift.
 - (6) Courses include practical exposure to the actual installations involved as well as the use of any test equipment supplied,
- 5.12.2. The *Contractor* also trains at least five members of the Supervisor's staff on the installation, operation, maintenance and fault finding of the FSDT, any proprietary Plant and Materials and new technology, including:
 - (1) Design checking staff: before acceptance checking of plans;
 - (2) His *Site* representatives: before installation starts; and,
 - (3) Two persons doing acceptance testing and commissioning: before commissioning starts.
- 5.12.3. All courses are presented in English. Comprehensive student notes are prepared in English and issued to all course attendants.
- 5.12.4. The *Contractor* arranges for technology transfer to the *Employer* as per the specifications. The *Contractor* provides comprehensive maintenance manuals, operating manuals and spares catalogues for all proprietary Plant and Materials, and for test equipment.

5.13 Provision of bonds and guarantees

- 5.13.1. Part C1.3 (Sureties) of the contract gives the form in which the *Contractor* provides a bond or guarantee required by the conditions of contract.
- 5.13.2. The *Contractor* provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the Form of Offer and Acceptance for the ECC3 contract.

5.14 The *Contractor's* Invoices

- 5.14.1. After the Project Manager certifies payment following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 5.14.2. The invoice corresponds to the Project Manager's assessment of the amount due to the *Contractor* as stated in the assessment certificate.
- 5.14.3. The invoice states the following:
- (1) Invoice addressed to Transnet Limited;
 - (2) Transnet Limited's VAT Number;
 - (3) Invoice number;
 - (4) The *Contractor's* VAT Number; and
 - (5) The contract number and title.
 - (6) Purchase Order number issued by the *Employer*.
- 5.14.4. The following supporting documents are required with invoices:
- (1) Plant and Materials delivery notes and transfer of title to the *Employer*;
 - (2) The Project Manager's assessment certificate;
 - (3) Separate breakdowns for compensation events;
 - (4) Price adjustment calculations; and,
 - (5) Calculations for rate of exchange fluctuations
- 5.14.5. The invoice is presented either by registered post to the *Employer's* postal address or by hand delivery to the *Employer's* physical address.
- 5.14.6. The invoice is presented as an original.
- 5.14.7. In the Activity Schedule, the *Contractor* allocates at least 5%, or as agreed by the Project Manager, of the total cost of each relay room and each CTC office to each of the following activities:
- (1) Final testing and commissioning
 - (2) Finalisation.

6 Procurement

6.1 BBBEE requirements

- 6.1.1. The *Contractor* complies with the *Employer's* BBBEE policy, including the sourcing of Plant and Materials, Labour and Subcontracting.
- 6.1.2. An accepted BBBEE preferencing scheme is used, based on BBBEE accreditation by any one of the Accreditation Agencies approved by SANAS.

6.2 Subcontracting

- 6.2.1. Where the aggregate value of a Subcontract placed by the *Contractor* with a Sub-Contractor exceeds US\$10,000,000-00 (ten million US dollars) or its equivalent in another foreign currency, the *Contractor* ensures that the Sub-Contractor follows the requirements of the National Industrial Participation Programme.
- 6.2.2. Where the *Contractor* employs a Sub-Contractor operating in the Working Areas, then the *Contractor* ensures that the Sub-Contractor complies with the CEMP, SES and PES as appropriate and that the Subcontract documentation places back-to-back obligations on the Sub-Contractor which reflect the *Contractor's* obligations under the CEMP, SES and PES, all within the *Contractor's* Quality Management System.
- 6.2.3. The *Contractor* uses an NEC3 Engineering and Construction Subcontract with Main Option A when he subcontracts portions of the works which amount to more than 25% of the contract value.
- 6.2.4. The *Contractor* selects signalling Sub-Contractors from Transnet Freight Rail's list of approved suppliers.
- 6.2.5. Where the *Contractor* is required to remove an animal, reptile or bird from the Working Areas, the *Contractor* engages a Sub-Contractor who is a specialist and qualified for such removal (including the removal of rare, endemic or endangered species).

6.3 Marking Plant and Materials outside the Working Areas

- 6.3.1. For payment purposes, the Supervisor marks each affected item of Plant and Materials outside the Working Areas with at least a unique serial number, the date, the contract number. All items are marked permanently and the method of marking conforms to the specifications. Payment will be effected once a warrant has been issued to be *Employer* by the *Contractor* stating them as title holder.
- 6.3.2. The *Contractor* securely stores marked Plant and Materials in areas sealed off from the rest of their production run, e.g. using locked cages with controlled access. The *Contractor* maintains an auditable record of the whereabouts of marked Plant and Materials.
- 6.3.3. The *Contractor* provides accurate delivery notes showing serial numbers and other details and confirming the *Employer* as the title holder. The Supervisor signs those delivery notes to confirm acceptance of the affected Plant and Materials and the *Contractor* then submits the delivery notes to the Project Manager.

6.4 Preparation of post Completion contracts

- 6.4.1. The *Contractor* provides the following assistance on request to the *Employer* post Completion:
- (1) Emergency sourcing of additional Plant and Material spares; and,
 - (2) Assistance in clearing faults on commissioned Plant and Materials.

=====END=====

7.Tenderer SHE Management System Questionnaire

This questionnaire is part of the TFR tender evaluation process and is to be completed by all Tenderer's and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderer's SHE management system. Tenderer's will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. The tender warrants that the information provided below is accurate and correct. The tenderer shall advise TFR of any changes.

TFR may verify the accuracy of this information (where necessary) during the physical visit as part of the tender evaluation.

The information provided in this questionnaire is an accurate summary of the company's SHE management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
Tenderer SHE Management System Questionnaire	Yes	No
1. SHE Policy and Management		
- Is there a written company SHE policy?		
- If yes provide a copy of the policy (ANNEXURE #)		
- Does the company have an SHE Management system e.g NOSA, OHSAS, IRCA System etc		
- If yes provide details		
- Is there a company SHE Management System, procedures manual or plan?		
- If yes provide a copy of the content page(s)		
- Are the SHE responsibilities clearly identified for all levels of Management and employees?		
- If yes provide details		
2. Safe Work Practices and Procedures		
- Are safe operating procedures or specific safety		

instructions relevant to its operations available? - If yes provide a summary listing of procedures or instructions		
- Is there a SHE incident register? If yes provide a copy		
- Are Risk Assessments conducted and appropriate techniques used? - If yes provide details		
3. SHE Training		
Describe briefly how health and safety training is conducted in your company: 		
- Is a record maintained of all training and induction programs undertaken for employees in your company? - If yes provide examples of safety training records		
4. SHE Workplace Inspection		
- Are regular health and safety inspections at worksites undertaken? -If yes provide details		
- Is there a procedure by which employees can report hazards at workplaces? - If yes provide details		
5. SHE Consultation		
- Is there a workplace SHE committee?		
- Are employees involved in decision making over SHE matters? - If yes provide details		
- Are there appointed SHE representatives? - Comments		
6. SHE Performance Monitoring		

- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents? - If yes provide details		
- Are employees regularly provided with information on company health and safety performance? - If yes provide details		
Is company registered with workmen's compensation and up to date? - If yes provide proof of letter of good standing		
- Has the company been fined or convicted of an occupational health and safety offence? - If yes provide details		

Safety Performance Report

Monthly DIFR for previous months

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR per month
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

DIFR = Number of Disabling injuries x 200000 divided by number of manhours worked for the period

=====

Signed
(Tenderer)

TRANSNET LIMITED / CONTRACTORS / SUB-CONTRACTORS**CONTRACTUAL SAFETY CLAUSES WHICH WILL FORM PART OF ANY
RESULTING CONTRACT**

The parties agree on the following arrangements according to section 37 (2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) to ensure compliance by the mandatory with provisions of the Act.

- 1) That the contractor is an “employer” in his own right as defined in section 1 of Act 85 of 1993 and that he must fulfill all his obligations as an employer in terms of the Act.
- 2) The contractor shall comply with the requirements of Act 85 of 1993 in its entirety.
- 3) Where special permits are required, such as electrical switching, hot work permits, etc. the contractor shall obtain them from a person designated by Transnet Limited for this purpose, and all requirements of the contractor must rigidly comply with the permit.
- 4) The contractor shall conduct a risk assessment of the work to be performed by a competent person prior to the commencement of work, to identify risks and hazards that persons may be exposed to, analyse and evaluate identified hazards.
- 5) The contractor shall have a documented Health and Safety Plan based on the risks and hazards identified before commencement of work.
- 6) The Health and Safety Plan shall include the following:
 - 6.1 The safety management structure to be instituted with all appointments in terms of the Act and Regulations
 - 6.2 The safe working methods and procedures to be implemented to ensure work is performed in compliance to the Act.
 - 6.3 The safety equipment, devices and clothing to be made available by the contractor to his employees.
 - 6.4 The site access control measures pertaining to health and safety to be implemented.
 - 6.5 Control measures for ensuring that the Health and Safety Plan is maintained and monitored for the duration of the contract.
- 7) The contractor shall ensure that all work is performed under the close supervision of a person trained to understand the hazards associated with the work performed and who has authority to ensure that the necessary precautionary measures are implemented.
- 8) The contractor must appoint a Health and Safety Co-ordinator to liaise with Transnet Limited on matters pertaining to occupational health and safety.
- 9) The appointed Safety Co-ordinator must liaise at least once a week with the* Health and Safety Section / Risk Manager /Occupational Risk Manager of Transnet Limited.
- 10) The contractor shall furnish the* Health and Safety Section/ Risk Manager/ Occupational Risk Manager of Transnet Limited immediately with full particulars of any sub-contractor which he may involve in the contract in order that the sub-contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.
- 11) The contractor shall stop any subcontractor from executing work which is not in accordance with the Health and Safety Plan or which poses a threat to health and safety of persons.

- 12) The contractor shall ensure that all his employees and visitors undergoes health and safety induction pertaining to the hazards prevalent, proof of such training must be kept on file.
- 13) In the event where the risk assessment reveals the risk relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a Fall Protection Plan.
- 14) The Fall Protection Plan shall include:
 - 14.1 A risk assessment of all work carried out from an elevated position
 - 14.2 Procedures and methods to address all the identified risks per location
 - 14.3 Evaluation of employees physical and psychological fitness necessary to work at elevated position.
 - 14.4 The training of employees working from an elevated position.
 - 14.5 Procedure addressing the inspection, testing and maintenance of all fall protection equipment.
- 15) The contractor shall advise the * Health and Safety Section / Risk Manager/ Occupational Risk Manager of Transnet Limited of any hazardous situations which may arise from work being performed either by the contractor or his sub-contractor.
- 16) Copies of all appointments required by the act must be given to * Health and Safety Section / Risk Manager / Occupational Risk Manager of Transnet Limited.
- 17) The contractor shall ensure that a Health and Safety File is available which shall include all documentation as required by the Act, copy of his and his subcontractors Risk Assessment and Health and Safety Plan.
- 18) All incidents referred to in Section 24 of the Act involving the contractor and his subcontractor on Transnet Ltd premises, shall be reported as prescribed. Transnet Ltd hereby obtains an interest in the issue of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the contractor, his subcontractor, any person or machinery under his control on Transnet Ltd premises.
- 19) No alcohol or any other intoxicating substance shall be allowed on Transnet Ltd premises. The contractor shall not allow anyone under or suspected to be under the influence of alcohol or any other intoxicating substance on Transnet Ltd premises.
- 20) Contractor to ensure its employees undergo medical surveillance as required by legislation
- 21) Contractor will be required to provide monthly safety performance reports and statistics
- 22) A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Disease Act 1993 (Act 130 of 1993) must also be furnished.
- 23) All clauses in the contract pertaining health and safety forms an integral part of the contract and if not complied with may be construed as breach of contract.

*As applicable

7 GENERAL INFORMATION

- 1.1 The Service Provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 1.2 The Service Provider(s) must provide the information requested and comply with the requirements stated in this RFP.

8 EXCHANGE AND REMITTANCE

The attention of the Respondents is directed to clause 8 *[Exchange and Remittance]* of the General Bid Conditions appended hereto. The Respondent is also to note that the particulars of the exchange rate on which the Respondent has based its tendered price(s), is/are to be stipulated hereunder, *only if Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's principal or Service Provider, which is not a registered South African Company.*

- 8.1 ZAR 1.00 [South African currency] being equal to _____ *[foreign currency]*
- 8.2 _____ % in relation to tendered price(s) to be remitted overseas by Transnet
- 8.3 _____ *[Name of country to which payment is to be made]*
- 8.4 Beneficiary details:
- Name *[Account holder]* _____
- Bank *[Name and branch code]* _____
- Swift code _____
- Country _____
- 8.5 _____ *[Applicable base date of Exchange Rate used]*

EXPORT CREDIT AGENCY SUPPORTED FINANCE:

In order to finance its payment obligations under a future contract where foreign transactions are involved, Transnet would consider raising debt financing [an "ECA Facility"] from one or more banks and financial institutions, with the benefit of export credit agency [ECA] credit support to be provided by an Export Credit Agency.

Under such circumstances the successful Respondent will agree to undertake:

- a) to provide (and/or cause the Parent to provide, as applicable) to Transnet and the banks and financial institutions that may participate in the ECA Facility all such assistance as an importer of services, which are eligible for ECA credit supported finance by an Export Credit Agency, is generally required to provide for the purposes of obtaining ECA support;
- b) not to do or (as Service Provider of the relevant eligible Services) omit to do anything, which may adversely affect Transnet's prospects of qualifying for or, once obtained, maintaining ECA credit support by an Export Credit Agency in respect of an ECA Facility.

All cost, expenses, charges and liabilities incurred by Transnet in establishing an ECA Facility with credit support from an Export Credit Agency, would be for the account of Transnet.

9 SERVICE LEVELS

- 9.1 An experienced national account representative(s) is required to work with Transnet's sourcing/procurement department. [No sales representatives are needed for individual department/locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 9.2 Transnet will have quarterly reviews with the Service Provider's account representative on an on-going basis.
- 9.3 Transnet reserves the right to request that any member of the Service Provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 9.4 The Service Provider must provide a telephone number for customer service calls.
- 9.5 Failure of the Service Provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] days' notice to the Service Provider.

Acceptance of Service Levels:

YES	
-----	--

NO	
----	--

10 RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by a Service Provider, in relation to:

10.1 Quality of Services provided:

10.2 Continuity of Services *[refer clause 6.9 of Form ST&C]:*

10.3 Compliance with the Occupational Health and Safety Act, 85 of 1993 *[refer clause 8.1(f) of Form ST&C]:*

11 REFERENCES

Please indicate below the company names and contact details of existing customers whom Transnet may contact to seek third party evaluations of your current service levels:

Service Description	For whom done	Period	Contact person and Telephone or Cell number

12 EVALUATION CRITERIA

Transnet will utilise the following criteria in selecting a preferred Service Provider,

CATEGORY: TECHNICAL/PRACTICAL (SCORING MATRIX)	60%
<ul style="list-style-type: none"> Compliance to specification 	
<i>1. Installation of CS90 remote and migration control</i>	
<i>2. Warranties</i>	
<i>3. Provide Engineers/Technologist qualifications registered with ECSA</i>	
<ul style="list-style-type: none"> Fit for purpose (References) 	
<i>1. Experience in rail signalling</i>	
<ul style="list-style-type: none"> Health and Safety Compliance 	
<i>1. Provide letter of Good Standing in respect of Act 130 of 1993</i>	
<i>2. Provide occupational Health and Safety Act 85 of 1993.</i>	
<ul style="list-style-type: none"> Environmental and Risk. 	
<i>1. Comprehensive Risk Assessment of the project</i>	
<i>2. Operational Environmental Management plan for the project</i>	
<i>3. The business continuity plan of the project</i>	
<ul style="list-style-type: none"> Technical Capacity/Resources 	
<i>1. Provide Statutory Labourers Minimum Wages Schedule</i>	
<ul style="list-style-type: none"> Delivery schedule Gantt Chart 	
CATEGORY: COMMERCIAL (SCORING MATRIX)	20%
<ul style="list-style-type: none"> Competitive Pricing Financial capacity 	

CATEGORY: B-BBEE (SCORING MATRIX)	10%	
<ul style="list-style-type: none"> B-BBEE Certificate and Scorecard 		
CATEGORY: FURTHER RECOGNITION	10%	
<ul style="list-style-type: none"> Business with >50% Black Ownership 		
<ul style="list-style-type: none"> Business with >30% Black Woman Ownership 		

DESCRIPTION: UPGRADE COMMUNICATION BETWEEN STATIONS FROM COAXIAL CABLE TO FIBRE WITH FAILSAFE DATA TRANSFER (FSDT) FOR BI-DIRECTIONAL LINES: VEREENIGING TO UNION STATIONS

Section 3: PRICING AND DELIVERY SCHEDULE

Notes to Pricing:

- a) Prices quoted must be held valid up until 25 April 2013
- b) Currency rate of exchange utilised: RAND (ZAR)
- c) Respondents are to indicate whether prices quoted would be subject to adjustment after a period of 12 months, and if so which proposed adjustment factor(s) would be utilised
- d) Respondents must submit their 3-year audited financial statements with their Proposal

Price matrix

Prices in South African currency, including all costs.			
Direct consignees to			
ITEM NO:	DESCRIPTION	QTY	Project Price
1.	As per attached specification		
Total price			
2.Prices must be V.A.T. exclusive			
3. Direct delivered to:	Consignees		
4.Contact person:	Winston Baloyi 011 584-0606		

DESCRIPTION: UPGRADE COMMUNICATION BETWEEN STATIONS FROM COAXIAL CABLE TO FIBRE WITH FAILSAFE DATA TRANSFER (FSDT) FOR BI-DIRECTIONAL LINES: VEREENIGING TO UNION STATIONS

Section 4: PROPOSAL FORM

I/We _____

[name of entity, company, close corporation or partnership]

of [full address]

carrying on business under style or title of [trading as] _____

represented by _____

in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as the case may be, dated _____ a certified copy of which is annexed hereto, hereby offer to supply the above-mentioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the accompanying letter(s) reference _____ and dated _____ [if any] and the documents listed in the accompanying schedule of RFP documents.

I/We agree to be bound by those conditions in Transnet's:

- (i) Standard Terms and Conditions of Contract [Form ST&C – Services];
- (ii) General Bid Conditions – Services; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

I/We accept that unless Transnet should otherwise decide and so inform me/us in the letter of award, this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of intent [the **Letter of Intent**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Services within 4 [four] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

I/We accept that any contract resulting from this offer will be for a period of only; and agree to a penalty clause to be negotiated with Transnet, which will allow Transnet to invoke a penalty [details to be negotiated] against us should the delivery of the Services be delayed due to non-performance by ourselves.

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity: _____

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [the Service Provider] will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful Service Provider and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

VALIDITY PERIOD

Transnet requires a validity period of 90 [ninety] days [from closing date] against this RFP.

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [C.C.] on whose behalf the RFP is submitted.

(i) Registration number of company / C.C. _____

(ii) Registered name of company / C.C. _____

(iii) Full name(s) of director/member(s) Address/Addresses ID Number(s)

CONFIDENTIALITY

All information related to a subsequent contract, both during and after completion, is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

DISCLOSURE OF PRICES TENDERED

Respondents must indicate here whether Transnet may disclose their tendered prices and conditions to other Respondents:

YES		NO	
------------	--	-----------	--

PRICE REVIEW

The successful Respondent(s) will be obliged to submit to an annual price review. Transnet will be benchmarking this price offering(s) against the lowest price received as per a benchmarking exercise. If the Respondent's price(s) is/are found to be higher than the benchmarked price(s), then the Respondent shall match or better such price(s) within 30 [thirty] days, failing which the contract may be terminated at Transnet's discretion or the particular item(s) or service(s) purchased outside the contract.

RETURNABLE DOCUMENTS AND SCHEDULES

Respondents are required to submit the following returnable documents and schedules with their responses [see √]. All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent:

SECTION 1 : Notice to Bidders	√
- ANNEXURE A : B-BBEE Preference Points Claim Form	√
SECTION 2 : Background, Overview and Scope of Requirements	√
SECTION 3 : Pricing & Delivery Schedule	√
SECTION 4 : Proposal Form	√
SECTION 5 : Vendor Application Form	√
- Original cancelled cheque or bank verification of banking details	√
- Certified copies of IDs of shareholder/directors/members [as applicable]	√
- Certified copy of Certificate of Incorporation [CM29/CM9 name change]	√
- Certified copy of share certificates [CK1/CK2 if CC]	√
- Entity's letterhead	√
- Original Tax Clearance Certificate	√
- Certified copy of VAT Registration Certificate	√
- Certified copy of Company Registration Certificate	√
- Valid B-BBEE Accreditation Certificate [Large Enterprises and QSEs]	√
- Annual financials signed off by an accounting officer [EMEs]	√
- Audited Financials for previous 3 years	√
SECTION 6 : Signing Power - Resolution of Board of Directors	√
SECTION 7 : Certificate of Acquaintance with RFP Documents	√
SECTION 8 : General Bid Conditions – Services	√
SECTION 9 : Standard Terms and Conditions of Contract	√

SECTION 10 : RFP Declaration Form	✓
SECTION 11 : Breach of Law	✓
SECTION 12 : Bid Clarification Request Form	✓
SECTION 13 : Supplier Code of Conduct	✓
SECTION 14 : Certificate of attendance of RFP Briefing	✓
SECTION : Safety Plan	✓
SECTION 15 : Non-Disclosure Agreement	✓
SECTION 16 : Further Recognition Criteria	✓
SECTION : Supplier Development Initiatives	
- Supplier Development Bid Document	
- Annexure C : Supplier Development Value Summary	✓

Failure to provide all the above-referenced returnable documents marked with a [✓] will result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and B-BBEE Accreditation Certificate, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [the **Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate the Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

By signing the RFP documents, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

SIGNED at _____ on this _____ day of _____ 2013

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

DESCRIPTION: UPGRADE COMMUNICATION BETWEEN STATIONS FROM COAXIAL CABLE TO FIBRE WITH FAILSAFE DATA TRANSFER (FSDT) FOR BI-DIRECTIONAL LINES: VEREENIGING TO UNION STATIONS

Section 5: VENDOR APPLICATION FORM

Respondents are to furnish the following documentation and complete the Vendor Application Form below:

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details [**with bank stamp**]
2. **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
3. **Certified** copy of Certificate of Incorporation, CM29 / CM9 [name change]
4. **Certified** copy of Share Certificates [CK1/CK2 if CC]
5. A letter on the entity's letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate and **certified copy** of VAT Registration Certificate
7. A signed letter from your auditor or accountant confirming most recent annual turnover figures

Note: No contract shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

Vendor Application Form

Entity's trading name					
Entity's registered name					
Entity's Registration Number or ID Number if a Sole Proprietor					
Form of entity [v]	CC	Trust	Pty Ltd	Limited	Partnership
How many years has your entity been in business?					
VAT number (if registered)					
Entity's telephone number					
Entity's fax number					
Entity's email address					
Entity's website address					
Bank name			Branch & Branch code		
Account holder			Bank account number		
Postal address					Code
Physical address					

Respondent's Signature

Date & Company Stamp

		Code	
Contact person			
Designation			
Telephone			
Email			
Annual turnover range [last financial year]	< R5 m	R5 - 35 m	> R35 m
Does your entity provide	Products	Services	Both
Area of delivery	National	Provincial	Local
Is your entity a public or private entity	Public	Private	
Does your entity have a Tax Directive or IRP30 Certificate	Yes	No	
Main product or services [e.g. Stationery/Consulting]			

Complete B-BBEE Ownership Details:

% Black ownership	% Black women ownership	% Disabled Black ownership
Does your entity have a B-BBEE certificate		Yes No
What is your B-BBEE status [Level 1 to 9 / Unknown]		
How many personnel does the entity employ	Permanent	Part time

If you are an existing Vendor with Transnet please complete the following:

Transnet contact person	
Contact number	
Transnet Operating Division	

Duly authorised to sign for and on behalf of Entity / Organisation:

Name		Designation	
Signature		Date	

DESCRIPTION: UPGRADE COMMUNICATION BETWEEN STATIONS FROM COAXIAL CABLE TO FIBRE WITH FAILSAFE DATA TRANSFER (FSDT) FOR BI-DIRECTIONAL LINES: VEREENIGING TO UNION STATIONS

Section 6: SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS

NAME OF ENTITY: _____

It was resolved at a meeting of the Board of Directors held on _____ that

FULL NAME(S)

CAPACITY

SIGNATURE

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to Proposals and/or Agreements for the supply of Services.

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY

DESCRIPTION: UPGRADE COMMUNICATION BETWEEN STATIONS FROM COAXIAL CABLE TO FIBRE WITH FAILSAFE DATA TRANSFER (FSDT) FOR BI-DIRECTIONAL LINES: VEREENIGING TO UNION STATIONS

Section 7: CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

NAME OF ENTITY:

I/We _____

do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by Transnet SOC Ltd for the carrying out of the proposed supply/service/works for which I/we submitted my/our response.

I/We furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

SIGNED at _____ on this _____ day of _____ 2013

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

DESCRIPTION: UPGRADE COMMUNICATION BETWEEN STATIONS FROM COAXIAL CABLE TO FIBRE WITH FAILSAFE DATA TRANSFER (FSDT) FOR BI-DIRECTIONAL LINES: VEREENIGING TO UNION STATIONS

Section 8: GENERAL BID CONDITIONS - SERVICES

Refer General Bid Conditions appended hereto

“PREVIEW COPY ONLY”

DESCRIPTION: UPGRADE COMMUNICATION BETWEEN STATIONS FROM COAXIAL CABLE TO FIBRE WITH FAILSAFE DATA TRANSFER (FSDT) FOR BI-DIRECTIONAL LINES: VEREENIGING TO UNION STATIONS

**Section 9: STANDARD TERMS AND CONDITIONS OF CONTRACT
FOR THE PROVISION OF SERVICES TO TRANSNET**

Refer Form ST&C appended hereto.

**Respondents should note the obligations as set out in
clause 20 [Terms and Conditions of Bid]
of the General Bid Conditions [RFP Section 8] which reads as follows:**

"The Service Provider shall adhere to the Standard Terms and Conditions of Contract as set out in Form ST&C – Services, a copy of which is attached hereto. Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer alternatives. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be."

DESCRIPTION: UPGRADE COMMUNICATION BETWEEN STATIONS FROM COAXIAL CABLE TO FIBRE WITH FAILSAFE DATA TRANSFER (FSDT) FOR BI-DIRECTIONAL LINES: VEREENIGING TO UNION STATIONS

Section 10: RFP DECLARATION FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for bid clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal [RFP];
3. at no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
4. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from bidders in responding to this RFP have been conducted in a fair and transparent manner; and
5. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group.

If such a relationship exists, Respondent is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

[Failure to furnish complete and accurate information in this regard may lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]

6. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.
7. We accept that any dispute pertaining to this bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. *[Refer "Important Notice to Respondents" overleaf].*
8. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

SIGNED at _____ on this _____ day of _____ 2013

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

IMPORTANT NOTICE TO RESPONDENTS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFPs exceeding R5,000,000.00 [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFP process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5,000,000.00 [five million S.A. Rand] threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

DESCRIPTION: UPGRADE COMMUNICATION BETWEEN STATIONS FROM COAXIAL CABLE TO FIBRE WITH FAILSAFE DATA TRANSFER (FSDT) FOR BI-DIRECTIONAL LINES: VEREENIGING TO UNION STATIONS

Section 11: BREACH OF LAW

NAME OF ENTITY: _____

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 entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at _____ on this _____ day of _____ 2013

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

DESCRIPTION: UPGRADE COMMUNICATION BETWEEN STATIONS FROM COAXIAL CABLE TO FIBRE WITH FAILSAFE DATA TRANSFER (FSDT) FOR BI-DIRECTIONAL LINES: VEREENIGING TO UNION STATIONS

Section 12: BID CLARIFICATION REQUEST FORM

RFP No: CRAC-JHB-9686

RFP deadline for questions / bid clarifications: **Before 12:00 on 14th January 2013**

TO: Transnet SOC Ltd

ATTENTION: The Secretariat, Transnet Freight Rail Acquisition Council [HOAC]

EMAIL Winston.Baloyi@Transnet.net

DATE: _____

FROM: _____

RFP Bid Clarification No [to be inserted by Transnet]

REQUEST FOR BID CLARIFICATION

REQUIREMENTS

“PREVIEW”

PREVIEW

Respondent's Signature

Date & Company Stamp

DESCRIPTION: UPGRADE COMMUNICATION BETWEEN STATIONS FROM COAXIAL CABLE TO FIBRE WITH FAILSAFE DATA TRANSFER (FSDT) FOR BI-DIRECTIONAL LINES: VEREENIGING TO UNION STATIONS

Section 13: SUPPLIER CODE OF CONDUCT

Transnet aims to achieve the best value for money when buying or selling goods and/or obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support. These are:

- The Transnet Procurement Procedures Manual [PPM];
- Section 217 of the Constitution - the five pillars of Public PSCM [Procurement and Supply Chain Management]: fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act [PFMA];
- The Broad Based Black Economic Empowerment Act [B-BBEE]; and
- The Prevention and Combating of Corrupt Activities Act.

This Code of Conduct has been included in this RFP to formally apprise prospective Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

Transnet is in the process of transforming itself into a self-sustaining State Owned Company [SOC], actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

1. *Transnet will not participate in corrupt practices and therefore expects its Suppliers to act in a similar manner.*

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our Suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, to:
 - illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
 - gain an improper advantage.
- There may be times when a Supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts [0800 003 056].

2. *Transnet is firmly committed to the ideas of free and competitive enterprise.*

- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend [fronting].

3. *Transnet's relationship with Suppliers requires us to clearly define requirements, exchange information and share mutual benefits.*

- Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our Suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - misrepresentation of their product [e.g. origin of manufacture, specifications, intellectual property rights];
 - collusion;
 - failure to disclose accurate information required during the sourcing activity [e.g. ownership, financial situation, B-BBEE status];
 - corrupt activities listed above; and
 - harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the Supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

A conflict of interest arises when personal interests or activities influence [or appear to influence] the ability to act in the best interests of Transnet.

- Doing business with family members
- Having a financial interest in another company in our industry

DESCRIPTION: UPGRADE COMMUNICATION BETWEEN STATIONS FROM COAXIAL CABLE TO FIBRE WITH FAILSAFE DATA TRANSFER (FSDT) FOR BI-DIRECTIONAL LINES: VEREENIGING TO UNION STATIONS

Section 14:

CERTIFICATE OF ATTENDANCE AT THE COMPULSORY RFP BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*

attended the site meeting / RFP briefing in respect of the proposed Services to be supplied in terms of this RFP on 15th January 2013

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

DESCRIPTION: UPGRADE COMMUNICATION BETWEEN STATIONS FROM COAXIAL CABLE TO FIBRE WITH FAILSAFE DATA TRANSFER (FSDT) FOR BI-DIRECTIONAL LINES: VEREENIGING TO UNION STATIONS

Section 15: NON-DISCLOSURE AGREEMENT [NDA]

Complete and sign the Non-Disclosure Agreement appended hereto

“PREVIEW COPY ONLY”

Respondent's Signature

Date & Company Stamp

DESCRIPTION: UPGRADE COMMUNICATION BETWEEN STATIONS FROM COAXIAL CABLE TO FIBRE WITH FAILSAFE DATA TRANSFER (FSDT) FOR BI-DIRECTIONAL LINES: VEREENIGING TO UNION STATIONS

Section 16: FURTHER RECOGNITION CRITERIA [FRC]

Transnet encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in Section 1, paragraph 5.1, in addition to such scoring, a further 10% [ten per cent] will be allocated to Respondents score based on the following "Further Recognition Criteria" on an ascending scale. This will be calculated based on the extent to which the Respondent commits to meet and/or exceed the minimum compliance targets with its proposed target score to be achieved during the contract period.

Respondents are to insert their Further Recognition Criteria current and target % scores in the table below. This will indicate how you would intend to improve your rating over the contract period:

Further Recognition Criteria				
Ownership Indicator	Required Responses	Compliance Target	Current Scores (%)	RFP Target Scores (%)
A Ownership :				
1. The percentage of the business owned by Black ¹ persons.	<i>Provide a commitment based on the extent to which ownership in the hands of Black persons as a percentage of total ownership of the organisation will be increased over the contract period.</i>	Points will be allocated for any score >50% to 100%, on a sliding scale		
2. The percentage of your business owned by Black women.	<i>Provide a commitment based on the extent to which ownership in the hands of black women as a percentage of total ownership of the organisation will be increased over the contract period.</i>	Points will be allocated for any score >30% to 100%, on a sliding scale		
Management Control Indicator	Required Responses	Compliance Target	Current Scores (%)	RFP Target Scores (%)
B Board Participation :				
1. The percentage of Black Board members in relation to the total number of Board members.	<i>Provide a commitment based on the extent to which the number of Black Board members, as a percentage of the total Board, will increase over the contract period.</i>	Points will be allocated for any score >50% to 100%, on a sliding scale		
C Management :				
1. The percentage of Black Senior Top Management involved in day to day management of the organisation, in relation to the total Top Management cadre.	<i>Provide the percentage of Blacks that will be appointed by the Board and will be operationally involved in the day to day Top management of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and</i>	Points will be allocated for any score >40% to 100%, on a sliding scale		

¹ "Black" means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

	<i>implementation of overall strategy, over the contract period.</i>			
2. The percentage of Black Middle Management involved in day to day management of the organisation, in relation to the total Middle Management cadre.	<i>Provide the percentage of Blacks that will be appointed by the organisation in the middle management cadre and will be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the day to day management of the organisation, over the contract period.</i>	Points will be allocated for any score >63% to 100%, on a sliding scale		
3. The percentage of Black Junior Management involved in day to day management of the organisation, in relation to the total Junior Management cadre.	<i>Provide the percentage of Blacks that will be appointed by the organisation in the junior management cadre and will be operationally involved in the day to day running of the business, with individual responsibility for a particular area within the business and actively involved in a supervisory role with regards to the day to day management of the organisation, over the contract period.</i>	Points will be allocated for any score >68% to 100%, on a sliding scale		
Employment Equity Indicator	Required Responses	Compliance Target	Current Scores (%)	RFP Target Scores (%)
D. Employment Equity :				
1. The percentage of Black disabled employees in relation to the total number of employees in the organisation.	<i>Provide a commitment based on the extent to which the percentage of Black disabled employees, in relation to the total of all employees in the organisation, will increase over the contract period.</i>	Points will be allocated for any score >2% to 10%, on a sliding scale		
2. The percentage of Black employees as a percentage of the total workforce i.e. of all employees in the organisation.	<i>Provide a commitment based on the extent to which the number of Black employees will increase as a percentage of the organisation's total workforce, over the contract period.</i>	Points will be allocated for any score >65% to 100%, on a sliding scale		
3. The percentage of Black women employees as a percentage of the total workforce.	<i>Provide a commitment based on the increase in the number of Black women employees as a percentage of the organisation's total workforce, over the contract period.</i>	Points will be allocated for any score >40% to 100%, on a sliding scale		
Enterprise Development Indicator	Required Responses	Compliance Target	Current Scores (%)	RFP Target Scores (%)
E. Enterprise Development :				
1. The organisation's annual spend on Enterprise Development as a percentage of Net Profit after Tax [NPAT]	<i>Provide a commitment based on the increase in your organisation's annual spend on Enterprise Development initiatives as a percentage of its Net Profit after Tax, over the contract period.</i>	Points will be allocated for any score >3% of NPAT, on a sliding scale		

Preferential Procurement Indicator	Required Responses	Compliance Target	Current Scores (%)	RFP Target Scores (%)
F. Preferential Procurement:				
1. B-BBEE procurement spend from all Service Providers based on the B-BBEE procurement recognition level as a percentage of total measured procurement spend	<i>Provide a commitment based on the extent to which B-BBEE spend will increase over the contract period.</i>	Score will be allocated for any score >50% to 100%, on a sliding scale		

“PREVIEW COPY ONLY”

Respondent's Signature

Date & Company Stamp

Section 16: Section 17: ANNEXURE A- B-BBEE PREFERENCE POINTS CLAIM FORM

B-BBEE PREFERENCE POINTS CLAIM FORM

This preference form contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [B-BBEE] Status Level of Contribution only. In addition to points based on B-BBEE status level of contribution, additional preference points will be allocated for Further Recognition Criteria [FRC]. The bidder's claim for preference points in respect of its compliance targets for FRC will be evaluated in accordance with the FRC table incorporated in the RFP documents.

1. INTRODUCTION

- 1.1 A total of 20 preference points shall be awarded as follows:

	POINTS
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
FURTHER RECOGNITION CRITERIA [FRC] (CURRENT)	10
Total points for B-BBEE and FRC shall not exceed	20

- 1.2 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate in terms of 4.2 and 4.3 below together with the bid will result in the bid being scored zero for B-BBEE.
- 1.3 Transnet reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.7 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.8 **"control"** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 (five) million or less;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid

documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

- 2.12 **"person"** includes reference to a juristic person;
- 2.13 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.14 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.15 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.16 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points for the evaluation criteria will be awarded the contract, unless there are objective criteria which justify the award to a bidder other than the highest bidder.
- 3.2 Points scored will be rounded off to 2 (two) decimal places.
- 3.3 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- 3.4 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid will be the one scoring the highest score for functionality.
- 3.5 Should two or more bids be equal in all respect, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 Preference points shall be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 10]
1	10
2	9
3	8
4	6
5	4
6	3
7	2
8	1
Non-compliant contributor	0

Note: Refer to Section 1 of the RFP document for further information in terms of B-BBEE ratings.

- 4.2 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.3 Sufficient evidence of qualification as an EME is an auditor's certificate (auditors need not meet the prerequisite for Independent Regulatory Board of Auditors ("IRBA") approval to provide B-BBEE assurance services for the purpose of conducting verification and issuing EME B-BBEE certificates), a certificate issued by an accounting officer as contemplated in the Closed Corporations Act 69 of 1984, or a certificate issued by a Verification Agency accredited by SANAS.
- 4.4 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends subcontracting more than 25% (twenty-five per cent) of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.8 A person awarded a contract may not subcontract more than 25% (twenty-five 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 person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

5. B-BBEE STATUS AND SUBCONTRACTING**5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:**

B-BBEE Status Level of Contributor _____ = _____ (maximum of 10)

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate in terms of 4.2 and 4.3 above.

5.2 Subcontracting:

Will any portion of the contract be subcontracted? YES/NO (delete which is not applicable)

If YES, indicate:

- (i) What percentage of the contract will be subcontracted? %
- (ii) The name of the subcontractor
- (iii) The B-BBEE status level of the subcontractor
- (iv) Is the subcontractor an EME? YES/NO

SUPPLIER DEVELOPMENT - BIDDERS RESPONSE - ANNEXURE C1: TENDER NO: CRAC-VEG-9695						
This section must be duly completed in terms of this procurement event/tender/RFP (over the contract and warranty period/s).						
SD CATEGORY		SD MEASUREMENT	SD VALUE INDICATORS			
1.1	Further Recognition		NUMBER	PERCENTAGE	RAND VALUE	BID REFERENCE
	1.1.1	In terms of Ownership of the entity, what percentage of exercisable voting rights is in the hands of Black Persons				
	1.1.2	In terms of Ownership of the entity, what percentage of exercisable voting rights is in the hands of Black Women				
Note: The information above should be reflected in your BBBEE Certificate						

Respondent's Signature

Date & Company Stamp