

TRANSNET



NEC3 Term Service Contract (TSC)

RFP No. SIS 9027

**TENDER DOCUMENT FOR THE REFURBISHMENT, CLEANING
AND REPAIR OF SIGNAL GEOGRAPHICAL INTERLOCKING
UNITS FOR A PERIOD OF 2 YEARS.**

OPENS: 08 March 2010

CLOSES: 06 April 2010 at 10:00



NEC3 Engineering and Construction Term Service Contract (TSC3)

A contract between Transnet Limited t/a Transnet Freight Rail

and

for **THE REFURBISHMENT, CLEANING AND REPAIR OF SIGNAL
GEOGRAPHICAL INTERLOCKING UNITS FOR A PERIOD OF 2 YEARS**

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Documentation
prepared by:

Administrator: Linda Kroukamp

PART T1: TENDERING PROCEDURES

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PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

RFP NO. SIS 9027

Transnet Limited trading as Transnet Freight Rail (the employer) invites tenders for the refurbishment, cleaning and repair of Signal geographical interlocking units for a period of 2 years.

Tenderers are not required to have a CIDB grading.

The physical address for collection of tender documents is: Transnet Freight Rail Tender Advice Centre, Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown.

Tender documents may be collected during working hours after 08:00 on 08 March 2010 and will only be available until 15:00 on Friday, 19 March 2010.

On payment of an amount of R 250.00 (per set) to be made to Transnet Freight Rail at the Standard Bank, account number 203158598, branch code 4805, ref no. Tender No. SIS 9027. The official Bank receipt(s) franked with the official Bank stamp to be provided with the collection of a tender document. This amount is not refundable. No tenders will be sold after 15:00 on Friday, 19 March 2010 deadline.

All queries must be addressed via e-mail to:

Ms. Linda Kroukamp
Tel No. (011) 584-0613
E mail Linda.Kroukamp@transnet.net

or

Sarah Assegaai
E-mail Sarah.Assegaai@transnet.net

A clarification meeting with representatives of the Employer will take place at Bombela Boardroom, Ground Floor, Inyanda House 2, 15 Girton Road, Parktown on 23 March 2010 starting at 10h00. Tenderers without a valid tender document in their possession will not be allowed to attend the clarification meeting.

Transnet reserves the right to accept the whole or any part of a tender. Transnet also reserves the right to negotiate terms and conditions with all, or a short-listed group of contenders, or the preferred Tenderer, should it be deemed necessary.

This tender closes punctually at 10h00 on Tuesday, 06 April 2010.

Tenders may only be submitted on the tender documentation that is issued. Telegraphic, telephonic, facsimile and late tenders will not be accepted.

Tenderers are warned that a tender will be liable to disqualification should any attempt be made by a Tenderer either directly or indirectly to canvass any officer(s) or employees of Transnet Limited in respect of a tender between the date the tender is submitted and the date of the award. A Tenderer may, however, at any time communicate with the Chairperson of the Transnet Freight Rail Acquisition Council, at telephone no. 011 544 9486 on any matter relating to his tender.

Envelopes must not contain documents relating to any tender other than that shown on the envelope. *No slips are to be attached to the tender documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Tenderer to the actual tender documents.* Tenders submitted by Tenderers must be neatly bound and the inclusion of loose documents must be avoided.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Compliance of tender(s) with Transnet's requirements is the sole responsibility of the Tenderer and any costs incurred in subsequent modifications to or replacement of equipment accepted by Transnet Limited in good faith on the grounds of certified compliance with specified standards by the contractor and in fact found to be inadequate in such respects, will be to the relevant Tenderer's account

BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")

TRANSNET fully endorses and supports the South African Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including and not limited to enterprise development, subcontracting and Joint Ventures) as part of their tender response.

Transnet would accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended) to companies who provide a BBBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 will be evaluated accordingly. All transactions below R30000 will as far as possible be earmarked for EME's.

TRANSNET consequently urges Respondents (Large enterprises and QSE's – see below) to have themselves duly accredited by any one of the Accreditation Agencies approved by SANAS (South African National Accreditation System, under the auspices of the DTI).

In terms of Government Gazette No. 32094, Notice No. 354 dated 23 March 2009, as from 1 August 2009, only BBBEE accreditation Certificates issued by SANAS approved verification agencies will be valid.

However accreditation certificates issued before 23 March 2009 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance with the latest codes (i.e. those promulgated on 9 February 2007).

BBBEE Accreditation Certificates issued after the published date i.e. 23 March 2009, by a Verification Agency not approved by SANAS, will NOT be acceptable as from 23 March 2009.

Enterprises will be rated by such Accreditation Agencies based on the following:

- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
- Rating level based on all 7 (seven) elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**
- Rating based on any 4 (four) of the elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**
- Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
 - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
 - EME's should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies must state in their Tenders / Proposals the percentage of the total contract value which would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and/or sub-contractors, as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished with the tender response to enable Transnet to evaluate / adjudicate on all tenders received on a fair basis.

Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) as stipulated above to TRANSNET.

<p>Turnover: Indicate your company's most recent annual turnover:</p> <p>R.....</p>
--

- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rating agency.

The DTI has created an online **B-BBEE Registry** (<http://www.dti.gov.za>) in order to provide a central and standardized source of the B-BBEE status of all entities, and to facilitate the flow of this information amongst entities by providing a Unique Profile Number (UPN) per each listing. Existing and prospective suppliers are therefore urged to list their B-BBEE status on the DTI Registry. Hence, entities verified by DTI, will receive the following benefits:

- Their BBEE status will be verified and confirmed by the DTI, before listing on the Registry
- Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

Transnet supports this DTI initiative and will use the DTI Registry to verify prospective and existing suppliers' BBEE credentials.

Kindly provide Transnet with your DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

DTI BBEE UNIQUE PROFILE NUMBER:
.....

Failure to submit your BBEE information in terms of 14.3 and/or 14.5 (above) will result in a score of zero being allocated for BBEE evaluation.

Suppliers and Tenderers are requested to duly complete the Supplier Declaration Form (SDF) and provide all the relevant supporting attachments as requested. Failure to provide the following may disqualify your tender submission:-

1. Duly completed SDF
2. Current tax clearance certificate

The Supplier and Tenderer shall furnish proof of the above to Transnet.

Transnet at its sole discretion may decide to allow certain price preferences in order to uplift the historically disadvantaged in terms of the PPPFA (Act 5 of 2000).

Transnet insists on honesty and integrity beyond reproach at all times and will not tolerate any form of improper influencing, bribery, corruption, fraud, or any other unethical conduct on the part of bidders/Transnet employees. If, in the opinion of Transnet's Chief Operating Officer, a tenderer/contractor/supplier has or has caused to be promised, offered or given to any Transnet employee, any bribe, commission, gift, loan, advantage or other consideration, Transnet shall be entitled to revoke the tender / contract by following its internal policies that govern the Exclusion process. In such an event Transnet will be entitled to place any Tenderer/Contractor/Supplier who has contravened the provisions of Transnet's business ethics on its List of Excluded Tenderers. This List will also be distributed to all other State Owned Enterprises and Government Departments.

Transnet invites its valued suppliers to report any allegations of fraud, corruption or other unethical activities to Transnet Tip-offs Anonymous, at any of the following addresses/contract numbers :-

- Toll free anonymous hotline – 0800 003 056
- Email – Transnet@tip-offs.com
- Fax number – 0800 007 788
- Freepost DN 298, Umhlanga Rocks, 4320

Confidentiality is guaranteed.

PART T1.2: TENDER DATA

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T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

F.1.1 The employer is **Transnet Limited trading as Transnet Freight Rail**.

F.1.2 The tender documents issued by the employer comprise:

T1.1 Tender notice and invitation to tender

T1.2 Tender data

T2.1 List of returnable documents

T2.2 Returnable schedules

Part C1: Agreements and contract data

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Adjudicators Appointment

Part C2: Pricing data

C2.1 Pricing instructions

C2.2 Price List

Part C3: Scope of work

C3 Scope of work

F.1.4 The employer's agent is:

Name : **Mr. Pieter Doorewaard**

F.2.7 The arrangements for a clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Confirmation of attendance to be notified at least one full working day in advance to:

Name : **Ms. Linda Kroukamp**

Address : **Table 3/59, 3rd Floor, Inyanda House 2, Parktown, Johannesburg**

Tel : **011 – 584-0613**

Fax : **011 – 774-9636**

E-mail : Linda.Kroukamp@transnet.net

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

F.2.12 No alternative tender offers will be considered.

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus two copies.

F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

If posted, the envelope must be addressed to:

**The Chairperson
Transnet Freight Rail Acquisition Council
P.O. Box 4244
JOHANNESBURG
2000**

And must be dispatched in time for sorting by the Post Office to reach the Post Office Box indicated above, before the closing time of the tender. If delivered by hand, to be deposited to the Transnet Freight Rail Acquisition Council tender box which will be located in the foyer, and addressed to:

**The Chairperson
Transnet Freight Rail Acquisition Council
Ground Floor, Inyanda House
21 Wellington Road
Parktown
JOHANNESBURG
2001**

It should also be noted that the above tender box is accessible to the public 24 hours per day, 7 days a week.

The measurements of the "tender slot" are 500mm wide x 100mm high, and Tenderers must please ensure that tender documents/files are not larger than the above dimensions. Tenders, which are too bulky (i.e. more than 100mm thick) must be split into two or more files and placed in separate envelopes.

Identification details

Tenders must be submitted before the closing hour on the date as shown in F.2.15 below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

- (a) Tender No.
- (b) Description of work
- (c) Closing date of tender

F.2.13.6 A two-envelope procedure will not be followed

F.2.15 The closing time for submission of tender offers is **as stated in the Tender Notice and Invitation to Tender.**

F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16 The tender offer validity period is **12 weeks.**

F.2.19 Access shall be provided for the following inspections, tests and analysis: **N/A**

F2.22 Return all retained tender documents within 28 days after the expiry date of the validity period

F.3.4 The time and location for opening of the tender:
Time: 10h15 on the closing date of the tender
Location : Table G66 and G69, West Wing, Ground floor, Inyanda House ,
21 Wellington Road, Parktown, Johannesburg.

F.3.11.1 The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, Quality and Preference)

The score for quality is to be calculated using the following formula:

$$W_Q = W_2 \times S_Q / M_S$$

Where W_2 is the percentage score given to quality and equals 60
 S_Q is the score for quality allocated to the submission under consideration.

M_S is the maximum possible score for quality in respect of a submission.

The score for financial offer is calculated using Formula 2 (option 2) of SANS 294,

Where W_1 is the percentage score given to financial offer and equals 100 minus W_2 .

The score for quality and financial offer is to be combined, before the addition of the score for preference, as follows:

$$W_C = W_3 \times \left(1 + \frac{S - S_m}{S_m}\right)$$

Where W_3 is the number of tender evaluation points for quality and financial offer and equals:

90 where the financial value, VAT inclusive, of all responsive tenders received have a value in excess of R 2 000 000; or

S is the sum of score for quality and financial offer of the submission under consideration

S_m is sum of the score for quality and financial offer of the submission scoring the highest number of points

Up to 100 minus W_3 tender evaluation points will be awarded to tenderers for BBBEE preference.

F.3.11.3 Only those tenderers who score a minimum score of 60 points in respect of the following quality criteria will be considered.

Description of quality criteria and sub criteria			Maximum number of tender evaluation points
Commercial/Price	Unit cost	60%	
	Value against price	40%	
Technical/Quality criteria:	Compliance with specs	30%	
	Delivery period	15%	
	Qualifications	20%	
	Complimentary skills	15%	
	Resources	20%	
Total evaluation points for quality (W ₆)			100

Criteria to be evaluated on the following scales:

- | | | |
|--|---|-----|
| a) Non-compliance | = | 0 |
| A detrimental response/answer/solution | = | 20 |
| Less than acceptable | = | 40 |
| Acceptable response/answer/solution | = | 60 |
| Above acceptable | = | 80 |
| Excellent | = | 100 |

F.3.13.1 Tender offers will only be accepted if:

- The tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations.
- The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;
- The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- The tenderer has not:
 - abused the Employer's Supply Chain Management System; or
 - failed to perform on any previous contract and has been given a written notice to this effect; and
- has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
- The tenderer has completed and returned all **returnable documents** and **schedules**.

F.3.18 The number of paper copies of the signed contract to be provided by the employer is one.

The additional conditions of tender are:

- The Tenderer is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the *works* and of the rates and prices stated in the priced Price List in the *works* Information. The rates and prices (except in so far as otherwise provided in the Tender) collectively cover full payment for the discharge of all his obligations under the Contract and all matters and things necessary for the proper completion of the *works*.

- 2 No slips are to be attached to the tender documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the tenderer to the actual tender documents.
- 3 Tenderers are warned that a tender will be liable to disqualification should any attempt be made by a tenderer either directly or indirectly to canvass any officer(s) or employees of Transnet Limited in respect of a tender between the date the tender is submitted and the date of the award.
- 4 Tenderers shall give a clause by clause comment as to whether or not their tender complies. If not, how it differs from the specification(s). Failure to do so may preclude a tender from consideration.
- 5 The attention of Tenderers is particularly directed to the necessity to complete the "Resolution of Board of Directors", where this document is included in the tender.

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PART T2: RETURNABLE DOCUMENTS

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T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

1 Returnable Schedules required for tender evaluation purposes

No	Returnable schedules	To be incorporated into the contract	
1	Certificate of authority for joint ventures (where applicable)	Yes	
2	Schedule of Subcontractors		No
3	Schedule of Tenderer's experience		No
4	Certificate of Attendance at Site Meeting		No
5	Record of Addenda to Tender Documents	Yes	
6	Experience of Key Staff in the form of Curriculum Vitae		No
7	Supplier Declaration form (version 7.4)		No

2 Other documents required for tender evaluation purposes

No	Returnable Documents	To be incorporated into the contract	
1	Letter of Good Standing with the Compensation Commissioner		No
2	Certificate of Authority for Signatory (Resolution by Board)	Yes	
3	Safety Plan and Fall Protection Plan in accordance with the Construction Regulations of 2003 and Transnet's E4E	Yes	
4	Quality Assurance Plan		No
8	BBBEE rating certificate with detailed scorecard		No
10	Statement of compliance with requirements of the Scope of Work	Yes	
11	Certified Copy of Financial Statements (for the past 3 years) including Balance sheets		No
12	Certified Copy of Share Certificates CK1 & CK2		No
13	Certified copy of certificate of incorporation and CM29 and CM9		No
14	Certified Copy of Identity Documents of Shareholders/Directors/members (where applicable)		No

15	Cancelled Cheque		No
16	Current and original Tax clearance certificate		No
17	Vat registration certificate		No
18	Copy of BEE Policy/BEE Plan/Employment Policy/Procurement Policy		No
19	Letter of approval as issued by Transnet Freight Rail, Engineering and Technology, Technology Management (Signals)		No

3 Other documents that will be incorporated into the contract

3.1 C1.1 Form of Offer and Acceptance

3.2 C1.2 Contract Data (Part 1 and 2)

3.3 C2.2 Price List

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T2.2 RETURNABLE SCHEDULES

- Certificate of Attendance at Clarification meeting
- Schedule of the Tenderer's Experience
- Schedule of Subcontractors
- Record of addenda to Tender Document
- CV of key personnel.
- Proposed Amendments and Qualifications
- Certificate of Authority for joint ventures
- Preferencing schedule (direct preferences)
- Supplier Declaration form (version 7)
- Suppliers Code of Conduct

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Certificate of attendance at Clarification Meeting

This is to certify that

(Tenderer)

of

(address)

was represented by the person(s) named below at the compulsory meeting held for all tenderers at _____ (location) on _____ (date), starting at _____. We acknowledge that the purpose of the meeting was to acquaint ourselves with the Site of the Works and/or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name: _____ Signature _____

Capacity: _____ Signature _____

Name: _____ Signature _____

Capacity _____

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name: _____ Signature _____

Capacity: _____ Date and time _____

Schedule of the Tenderer's Experience

The following is a statement of similar work successfully executed by myself/ourselves:

Employer, contact person and telephone number	Description of contract	Value of work inclusive of VAT (Rand)	Date completed
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Signed _____

Date _____

Name _____

Position _____

Tenderer

Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

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Signed

Date

Name

Position

Tenderer

Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

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Curriculum Vitae of Key Personnel

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional registration number:	
Name of employer (firm):	
Current Position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience record pertinent to required service	
Certification: I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____ <i>[Signature of person named in schedule]</i>	_____ Date

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Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal
<p style="color: red; font-size: 2em; transform: rotate(-45deg); opacity: 0.5;">PREVIEW COPY ONLY</p>		

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms
 , authorised signatory of the company
 , acting in the capacity of lead partner, to
 sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation

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Preferencing schedule where direct preferences are granted in respect of targeted enterprise status

<p>1 Definitions</p> <p>The following definitions shall apply to this schedule:</p> <p>1 Conditions associated with the granting of preferences</p> <p>The tenderer, who being a Targeted Enterprise undertakes to:</p> <ol style="list-style-type: none"> 1) not subcontract more than ...% of the Contract Price to non-Targeted Enterprises; 2) remain a Targeted Enterprise for the duration of the Contract; 3) accept the sanctions set out in Section 3 below should conditions 1 or 2 be breached; 4) complete the Tender Preference Claim Form contained in Section 4 below; and 5) complete a Targeted Declaration Affidavit and submit this with the tender. <p>3 Sanctions relating to breaches of preferencing conditions</p> <p>The sanctions for breaching the preferencing conditions are:</p> <ol style="list-style-type: none"> 1) termination of the Contract; or 2) a financial penalty payable to the Employer equal to 1,25 times the number of tender evaluation points awarded in respect of the preference claimed, multiplied by the Contract Price exclusive of VAT, divided by 100. <p>4 Tender preference claim in respect of enterprise status or structure of the tendering entity</p> <p>I/we apply on behalf of my/our firm for the following preference:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Category of Targeted Enterprise</th> <th style="width: 30%;">Percentage of maximum tender evaluation points provided for in the Preferential Procurement Policy Framework Act (Act 5 of 2000)</th> <th style="width: 40%;">Preference claimed for Targeted Enterprise status (Y=yes)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>The undersigned, who warrants that he / she is duly authorised to do so on behalf of the firm or sole proprietor confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.</p> <p>Signature :</p> <p>Name :</p> <p>Duly authorised to sign on behalf of :</p> <p>Telephone :</p> <p>Fax :</p> <p>Date :</p>	Category of Targeted Enterprise	Percentage of maximum tender evaluation points provided for in the Preferential Procurement Policy Framework Act (Act 5 of 2000)	Preference claimed for Targeted Enterprise status (Y=yes)										<p>Guidance notes</p> <p><i>Insert definitions for Targeted Enterprises</i></p> <p><i>Insert percentage (typically between 20 and 25%)</i></p> <p><i>Insert factor =1,0 (typically 1,25 to 1,5)</i></p> <p><i>Insert category description and percentage of maximum tender evaluation points tender schedule in table.</i></p>
Category of Targeted Enterprise	Percentage of maximum tender evaluation points provided for in the Preferential Procurement Policy Framework Act (Act 5 of 2000)	Preference claimed for Targeted Enterprise status (Y=yes)											

Preferencing schedule where preferences are granted in respect of HDI equity

1 Definitions

The following definitions shall apply to this schedule:

Equity ownership: The percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of the company's shares that are owned by individuals, who are actively involved in the management of an enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.

Note: All claims for HDI equity ownership by an HDI will be considered according to the following criteria:

- equity within private companies will be based on the percentage of equity ownership;
- preference points will not be awarded to public companies and tertiary institutions;
- equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust; and
- a consortium or Joint Venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership.

Historically disadvantaged individual (HDI): A natural person who, due to the apartheid policy that had been in place had no franchise in national elections prior to the introduction of the Constitution of the RSA, 1983 (Act 110 of 1983) or the Constitution of the RSA, 1993 (Act 200 of 1993) (the interim Constitution)

2 Conditions associated with the granting of preferences

The tenderer who claims a preference, undertakes to:

- 1) not subcontract more than 25% of the Net Amount of the Contract to a person who is not an HDI or does not qualify for such preference;
- 2) maintain a HDI equity ownership of not less than that upon which the preference is based upon for the duration of the Contract;
- 3) accept the sanctions set out in Section 3 below should conditions 1 or 2 be breached;
- 4) complete the Tender Preference Claim in respect of Enterprise Status or Structure in the Tendering Entity contained in Section 4 below; and
- 5) complete the Declaration with regard to Equity Ownership contained in section 5 below.

3 Sanctions relating to breaches of preferencing conditions

The sanctions for breaching the preferencing conditions are:

- 1) termination of the Contract; or
- 2) a financial penalty payable to the Employer equal to 1,25 times the number of tender evaluation points awarded in respect of the preference claimed, multiplied by the Contract Price exclusive of VAT, divided by 100.

4 Tender preference claim in respect of enterprise status or structure of the tendering entity

Number of preference points = $\text{NOP} \times \text{EP} / 100$

NOP = maximum tender evaluation points provided for in the Preferential Procurement Policy Framework Act (Act 5 of 2000)

EP = the percentage of equity ownership by an HDI within the business enterprise

I/we apply on behalf of my/our firm for a preference based on an HDI equity ownership percentage of%

5 Declaration with regard to equity ownership

5.1 How long has the Company been in existence?

5.2 Describe principal business activities:

.....
.....

Sample preferencing schedule where preferences are granted in respect of the direct participation of targeted enterprises and / or labour

1 Definitions	Guidance notes
<p>The following definitions shall apply to this schedule:</p>	<p><i>Insert definition for Targeted Enterprises and / or Targeted Labour.</i></p>
<p>2 Conditions associated with the granting of preferences</p>	<p><i>insert targeted enterprises / targeted labour (or both) and insert appropriate SANS part number in 1). Adjust wording to 2) to reflect documentation that is required or delete if not required..</i></p>
<p>The Tenderer, undertakes to:</p> <ol style="list-style-type: none"> 1) engage one or more.....in accordance with the provisions of the SANS 1914-.....as varied in Section 3 hereunder; 2) deliver to the Employer, within 5 working days of being requested in writing to do so, a completed Joint Venture Disclosure Form (Annex D of SANS 1914-1) and a Joint Venture Agreement, should a joint venture be proposed at prime contract level with Targeted Partners to satisfy Contract Participation Goal undertakings (deliver to the Employer, within 5 working days of being requested in writing to do so, a Targeted Enterprise Declaration Affidavit in respect of all Targeted Enterprises engaged at prime contract level to satisfy Contract Participation Goal undertakings 3) accept the sanctions set out in Section 4 below should such conditions be breached; 4) complete the Tender Preference Claim Form contained in Section 5 below; and 5) complete the Supporting Contract Participation Goal Calculation contained in this schedule. 	<p><i>Insert SANS part number.</i></p>
<p>3 Variations to the targeted construction procurement specification, SANS 1914-</p>	<p><i>Insert SANS part number and title as relevant.</i></p>
<p>The variations to SANS 1914-..... are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-, the requirements of the variations shall prevail. </p>	<p><i>insert variations if any. if none, insert "There are no variations".</i></p>
<p>4 Sanctions</p>	
<p>In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal relating to the granting of a preference was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:</p>	
$P = \frac{0.15 \times (D - D_0) \times N_A}{(100)}$	
<p>where D = tendered Contract Participation Goal percentage. D₀ = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the Contract. N_A = Net Amount P = Rand value of penalty payable</p>	
<p>5 Tender preference claim in respect of enterprise status or structure of the tendering entity</p>	
<p>I / we hereby tender a Contract Participation Goal of% in order to claim a preference.</p>	

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the firm or sole proprietor confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature :
.....

Name :
.....

Duly authorised to sign on behalf of :
.....

Telephone :

Fax :

Date :
.....

Supporting contract participation goal calculation
.....

*Insert Annex A:
Tendered goal
calculation from
relevant part of SANS
1914*

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Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
2. Copy of cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original or certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (ABVA Member).

NB: **Failure to submit the above documentation will delay the vendor creation process.**
 • Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.

IMPORTANT NOTES:

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent ABVA Member), should you feel you will be able to attain a better BBBEE score.
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.
 NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent ABVA Member).
- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
 NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent ABVA Member).
- d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.**

Regards,

Transnet Vendor/Supplier Management *[please substitute this with your relevant Transnet department before sending this document out]*



Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)		< R5 Million	R5-35 million		> R35 million		
Does Your Company Provide		Products	Services		Both		
Area Of Delivery		National	Provincial		Local		
Is Your Company A Public Or Private Entity			Public		Private		
Does Your Company Have A Tax Directive Or IPP30 Certificate			Yes		No		
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							
BEE Ownership Details							
% Black Ownership		% Black women ownership		% Disabled person's ownership			
Does your company have a BEE certificate		Yes		No			
What is your broad based BEE status (Level 1 to 8 / Unknown)							
How many personnel does the firm employ		Permanent		Part time			
Name of person procuring your services/products							
Contact number							
Transnet operating division							
Duly Authorised To Sign For And On Behalf Of Firm / Organisation							
Name				Designation			
Signature				Date			
Stamp And Signature Of Commissioner Of Oath							
Name				Date			
Signature				Telephone No.			

NB: Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.



Internal Transnet Departmental Questionnaire (for office use only)

NB: 'Once-off vendor' will only be created for extraordinary circumstances, i.e. derailments and other emergency situations. Note that only one (1) purchase order must be created against a "once-off vendor". Should the need arise to use a "once-off vendor" again, then an updated SDF together with the required documentation, is required for a "trade vendor" to be created

Section 1: To be completed by the Transnet Requesting / Sourcing Department

Vendor Name									
								Vendor Number	
TFR	TRE	TPT	TPL	TNPA	TCP	TRN			
Create	Unblock	Amend	Extend	Once-Off / Emergency Request					
Supplier's trading name									
Supplier's registered name									
Please indicate if the Supplier has a contract with sourcing Transnet OD								Yes	No
If yes please submit / furnish details of such a contract (together with the SDF)									

a) What is being procured from the supplier?

i. Products only	Yes	No
ii. Services only	Yes	No
iii. Labour only	Yes	No
iv. Mix of services and products	Yes	No
v. Mix of services and labour	Yes	No

b) If your answer is YES to questions II, III, IV or V in paragraph a) above, please indicate whether the relevant PAYE questionnaires have been forwarded to the appropriate Transnet Operational Divisions' decision making bodies / Strategic Supply Management team for a directive /decision on tax withholding from payments to this supplier.

Yes	No
-----	----

c) If your reply to (b) is "NO", please furnish reasons:

d) Advise on the Detailed Procurement Process (DPP) / Procurement Mechanism that was followed (Please also take into consideration the revised P2P value/strategy as set out in the Weekly News Bulletin dated 6 October 2008 on the Intranet)

Name	Grade	Date	Signature

Section 2: To be completed by the BEE Department (this section is for Confirmation/Determining of BEE Status)

NARROW BASED (NB)				BROADBASED (BBBEE)				
BEE O/S	BWBE	DPBE	MR	CONTB. LEVEL	EME: <R5m	QSE: >R5m <R35m	LARGE: >R35m	VALIDITY DATE
Name	Grade	Date	Signature					

Section 3: To be completed by Supplier Management

I hereby approve disapprove this application

Name	Grade	Date	Signature
Vendor Number	Date captured on SAP	Recon Account	

TRANSNET



delivering on our commitment *to you*

Suppliers Code of Conduct

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Suppliers Code of Conduct

Transnet aims to achieve the best value for money when buying or selling goods and 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:

- >> Transnet Procurement Policy - A guide for tenderers;
- >> 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 (BBBEE); and
- >> The Anti-Corruption Act.

This code of conduct has been compiled to formally apprise 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 Enterprise, 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.

Transnet will not participate in corrupt practices. Therefore, it 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, from suppliers.

Employees may not receive anything that is calculated to:

- Illegally influence their judgement or conduct or to influence the outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; gain an improper advantage.

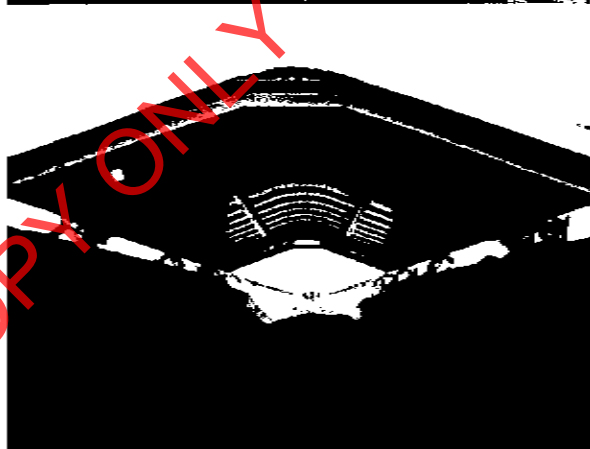
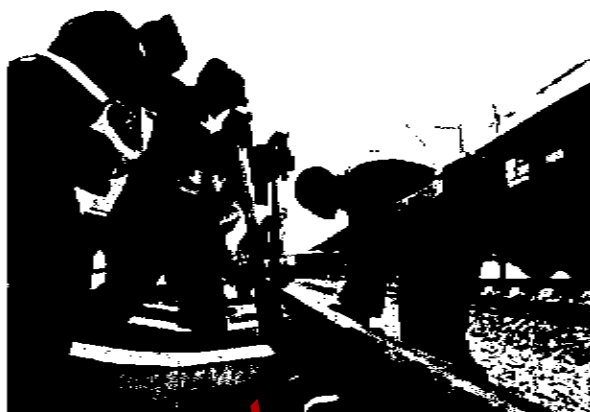
>> There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our suppliers to use our "Tip-offs Anonymous" Hotline to report these acts - 0800 003 056.

Transnet is firmly committed to free and competitive enterprise.

- >> Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices
- >> Transnet does not engage non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

Transnet's relationship with suppliers requires us to clearly define requirements, to 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.



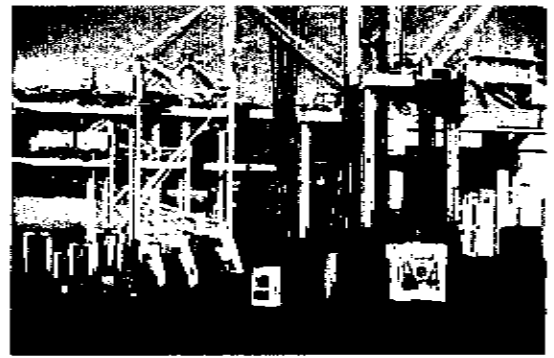
These include, but are not limited to:

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership financial situation, BBBEE status, etc.);
 - 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 must be 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.

Conflict 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. Examples are:

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



Show that you support good business practice by logging onto www.transnet-suppliers.net and completing the form.

This will allow us to confirm that you have received, and agree to, the terms and conditions set out in our Suppliers Code of Conduct.

TIP-OFFS ANONYMOUS HOTLINE
0800 003 056

PART C1: AGREEMENTS AND CONTRACT DATA

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C1.1 FORM OF OFFER AND ACCEPTANCE (TSC)

OFFER

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

Refurbishment, cleaning and repair of Signal geographical interlocking units for a period of 2 years

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	Examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

By the representative of the tenderer, signing this part as well as the Schedule of Deviations of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data. The representative, when signing this part of the Form of Offer and Acceptance, shall be deemed to be duly authorised by a Resolution of the Board of Directors/Certificate of Partners, a certified copy to be included in the Returnable Documents.

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

If Option E or F (Cost reimbursable or management contract) applies, replace table with following sentence: "The offered prices are the Actual Cost plus the fee contained in the Contract Data".

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer:

(insert name and address of organisation)

Name of witness

Signature of witness

Date _____

Tenderer's CIDB registration number (if any): _____

ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

for the
Employer

**Transnet Limited trading as Transnet Freight Rail, 49th floor, Carlton Centre, 150
Commissioner Street, Johannesburg, 2000**

(Insert name and address of Employer)

Name of
witness

Signature of
witness

Date

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

SCHEDULE OF DEVIATIONS

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		

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

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

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C1.2 Contract Data

Part one - Data provided by the Employer

Please read the relevant clauses in the conditions of contract before you enter data. The number of the principal clause is shown for each statement however other clauses may also use the same data.

Rows containing the statement and data for options in the core clauses and for main & secondary option clauses, according to the options chosen, are identified by shading in the left-hand column.

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

Clause	Statement	Data
PART 1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option: dispute resolution Option and secondary Options	A: Priced contract with price list W1: Dispute resolution procedure X17: Low performance damages Z: Additional conditions of contract
	of the NEC3 Term Service Contract (June 2005)	
10.1	The <i>Employer</i> is (name): Address	Transnet Freight Rail, A Division of Transnet Ltd. 49 th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg
10.1	The <i>Service Manager</i> is (name): Address Tel Fax E-mail	Mr Pieter Doorewaard 5 th Floor, TFR Building, Anvil Road, Isando (011) 570-7382 (011) 570-7370 Pieter.Doorewaard@transnet.net
11.2(2)	The Affected Property is	Countrywide
11.2(13)	The <i>service</i> is	Refurbishment, cleaning and repair of Signal geographical interlocking units. Refer to clause Z.4.1.1
11.2(14)	The following matters will be included in the Risk Register	i. Unavailability of units due to low performance of contractor will cause train delays. ii. Poor workmanship on the part of the contractor is a risk for the safe and timely movement of trains.
11.2(15)	The Service Information is in	Part C3 : Service Information (Works Information)

12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
PART 2	The Contractor's main responsibilities	Refer to option Z.4.1.1
PART 3	Time	
30.1	The starting date is The <i>service period</i> is	The Contract date As stated in the service information.
PART 4	Testing and defects	No data is required for this section of the conditions of contract.
PART 5	Payment	
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR).
51.2	The period within which payments are made is	Payment will be made 30 days from month end statement. The assessment interval is a calendar month.
51.4	The <i>interest rate</i> is	2% Per annum above the prime lending rate of the Standard Bank of South Africa Ltd as determined from time to time.
PART 6	Compensation events	No data is required for this section of the conditions of contract.
PART 7	Use of Equipment Plant and Materials	No data is required for this section of the conditions of contract.
PART 8	Risks and Insurance	
	a) The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is whatever the Contractor deems desirable in addition to that provided by the Employer.	
	(b) The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is that which is prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.	

PART 9	Termination	Refer to Clause Z.4.3
Dispute Resolution	Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	Will be mutually agreed upon by the parties if a dispute arises.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrators of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Johannesburg
	The person or organisation who will choose an arbitrator	The Chairman of the Association of Arbitrators (Southern Africa)
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	

Data for secondary Option clauses

1 OPTION X17: LOW PERFORMANCE DAMAGES.

- 1.1 UNSATISFACTORY PERFORMANCE DUE TO NON COMPLIANCE WITH TURN AROUND TIMES OF UNITS AND SPECIFICATIONS BBC5941 AND BBC5942
- 1.1.1 Should the Service Manager, at any time, be of the opinion that the Contractor does not comply with turnaround times as specified, poor workmanship or non compliance to specifications BBC5941 and BBC5942, the Service Manager may notify the Contractor in writing, but the Contractor shall not be relieved of any of his contractual obligations if such notification is not given.
- 1.1.2 The Contractor shall there-upon take steps to improve the service to the required level of performance. Failing this the Employer may act in accordance to clause Z.4.3
- 1.1.3 Should the Contractor fail to deliver refurbished/repared items within the specified time as set out in the price list, Transnet freight rail shall recover, as a penalty, for each day or portion thereof beyond the stipulated period or such extended period as may be allowed, the sum of 5% per day of the refurbished/repair rate with a maximum of 50% of the refurbished/repair rate of the particular unit/s.

Option Z Additional conditions of contract

The Additional conditions of contract are
Definitions:

Z.1 Day

Day is a work day and where a specific number of days is allowed in the Contract for the performance of any act or is stipulated for the extinction of any right or the duration of any event or circumstance, public holidays, weekends and the annual Christmas break from 16 December to 4 January (both days included) is excluded from the calculation of the number of days concerned.

Z.2 Assignment & cession

Neither the *Contractor* nor the *Employer* may, without the written consent of the other, assign the Contract or any part thereof or any obligation under the Contract or cede any right or benefit there under.

Z.3 Non-Waiver

No grant by the *Employer* or the *Contractor* to the other of any concession, waiver, condonation or allowance is, in respect of any specific event or circumstance other than that in respect of which the grant was made to constitute a waiver of the rights of the grantor in terms of the Contract or an *estoppel* of the grantor's right to enforce the provision of the Contract.

Z.4.1 THE CONTRACTOR'S GENERAL OBLIGATIONS

Z.4.1.1 The Contractor's general obligations under the Contract comprise: -

- The refurbishment, cleaning and repair of Signal geographical interlocking units.
- Compliance to the specified turnaround times of units and specifications BBC5941 and BBC5942.

Z.4.1.2 Any grant by Transnet Freight Rail or the Contractor (the Grantor), or by any of the persons authorised to act on their behalf to the other, of any concession, waiver, condonation or allowance shall not, in respect of any specific event or circumstance other than that in respect of which the grant was made, constitute a waiver of the rights of the grantor in terms of the Contract or an *estoppel* of the grantor's right to enforce the provisions of the Contract.

Z.4.1.3 Value-added tax in terms of the Value-added Tax Act No. 89 of 1991 shall be dealt with as follows: -

- In Tendering: Value-added tax shall not be included in the tendered rates and prices.
- In payment: Value-added tax shall not be reflected on monthly contract payment certificates, but paid separately on the presentation of a tax invoice by the Contractor. The value of the work reflected on the tax-invoice must correspond with the netto amount indicated on the contract payment certificate.
- Changes to the VAT rate will be dealt with in terms of sections 67 and 67A of the Act.

Z.4.2 CESSION, ASSIGNMENT AND SUBCONTRACTING

Z.4.2.1 The Contractor shall not cede or assign the Contract or any part thereof without the prior written approval of the Service Manager.

Z.4.2.2 The Contractor shall not enter into any subcontract without the prior written approval of the Service Manager which approval shall not unreasonably be withheld. The subcontractor, in respect of whom approval is so granted and his employees or workmen shall for all the intentions and purposes of the Contract, be deemed to be workmen of the Contractor.

Z.4.2.3 Approval given in terms of clauses Z.4.2.1 and Z.4.2.2 hereof shall not relieve the Contractor of any responsibility, duty or obligation imposed upon him by the Contract, and the Contractor shall in particular be and remain solely liable and responsible for all acts, omissions, negligence or breaches of contract on the part of the assignee or any of his employees, and for all acts, omissions or negligence of any subcontractor or any of his employees.

Z.4.3 BREACHES AND REMEDIES

Z.4.3.1 Should the Contractor commit any breach or default of any kind mentioned in clause Z.4.3.2 hereof, the Employer may exercise, subject to the provisions as stated in Option W1 as well as clause Z.4.3.3, for and on behalf of Transnet, immediately, in whole or in part and consecutively or concurrently, all or any of the options, rights and powers set out in clause Z.4.3.3 hereof.

Z.4.3.2 Breaches or defaults entitling the Employer to act in terms of clause Z.4.3.3 hereof shall be the following: -

- Z.4.3.2.1 liquidation or sequestration of the Contractor's estate (provisionally or finally).
- Z.4.3.2.2 the Contractor publishing a notice of surrender of his estate as insolvent.
- Z.4.3.2.3 the Contractor entering into a compromise with the general body of his creditors.
- Z.4.3.2.4 the Contractor having an execution levied on his goods.
- Z.4.3.2.5 the abandonment or repudiation of the Contract.
- Z.4.3.2.6 suspension of progress of the Work without contractual cause.
- Z.4.3.2.7 assigning of the Contract without the consent in writing of the Employer having first being obtained.
- Z.4.3.2.8 subcontracting any part of the Contract without the Service Manager's approval.
- Z.4.3.2.9 failing to satisfy any judgment or arbitrator's award entered against him within 7 days after such judgment or award is so entered; or to satisfy any attachment order against property within 3 days of its issue;
- Z.4.3.2.10 failure, after he has been notified in terms of Option X17 clause 1.1.1 and 1.1.3 to achieve the specified output.
- Z.4.3.2.11 conviction of the Contractor or any of his employees in a court of law for any offence which adversely affects the interests of Transnet.

Z.4.3.3 In the event of any breach or default mentioned in clause Z.4.3.2 hereof, the Employer may exercise any of the following options, rights and powers:

- Z.4.3.3.1 Cancel the Contract with immediate effect.
- Z.4.3.3.2 Take over all of Transnet property in possession of the Contractor at the time.

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C1.2 CONTRACT DATA

Part Two – Data Provided by the Contractor

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

Statements given in all contracts

(a) The Contractor is

Name
Address
.....
.....

(b) The direct fee percentage is %

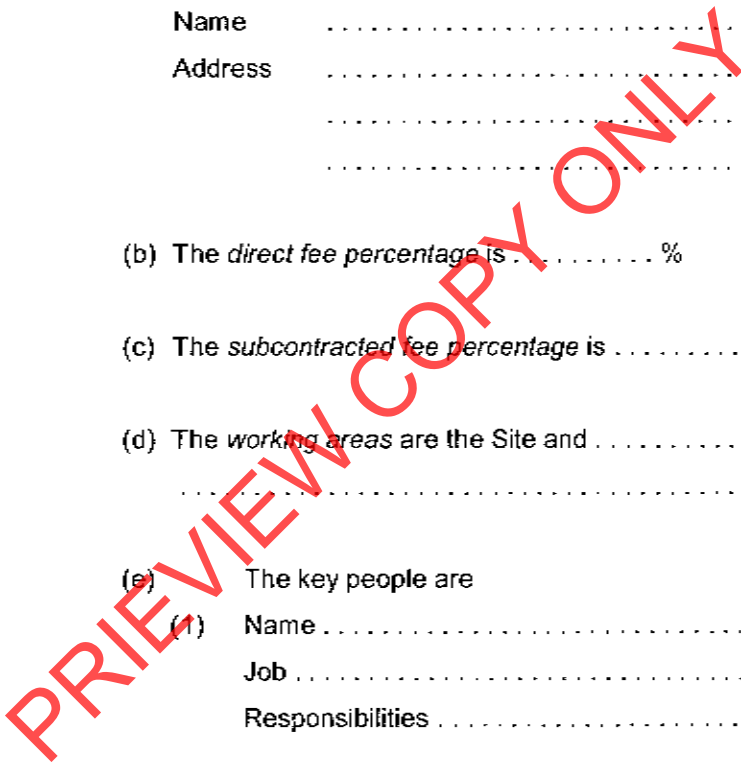
(c) The subcontracted fee percentage is %

(d) The working areas are the Site and
.....

(e) The key people are

(1) Name
Job
Responsibilities
.....
Qualifications
Experience
.....
.....

(2) Name
Job
Responsibilities
.....



Qualifications
Experience

(3) Name
Job
Responsibilities

Qualifications
Experience

(4) Name
Job
Responsibilities

Qualifications
Experience

(f) The following matters will be included in the Risk Register

.....
.....
.....
.....

Optional statements

(a) If the Contractor is to provide Works Information for his design

The Works Information for the Contractor's design is in

.....
.....
.....

(b) If a programme is to be identified by the Contract Data.

The programme identified in the Contract Data is

.....

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(c) If the Contractor is to decide the completion date for the whole of the works

The completion date for the whole of works is

.....

If Option A or B is used

Data for SSCC

(a) The percentage for people overheads is%.

(b) The published list of Equipment is the last edition of the list published by

(c) The percentage for adjustment for Equipment in the published list is% (state plus or minus).

(d) The rates for other Equipment are

Equipment	size or capacity	rate
.....
.....
.....
.....

(e) The hourly rates for Defined Cost of design outside the Working Areas are

category of employee	hourly rate
.....
.....
.....
.....

(f) The percentage of design overheads is%

(g) The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are **all of the categories listed above.**

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PART C1.3: ADJUDICATOR'S CONTRACT

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Adjudicator's Contract

This contract should be used for the appointment of an Adjudicator to decide disputes under the NEC family of contracts. It may also be used for the appointment of an Adjudicator under other forms of contract.

An NEC document

June 2005

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OGC endorsement of NEC3

OGC advises public sector procurers that the form of contract used has to be selected according to the objectives of the project, aiming to satisfy the *Achieving Excellence in Construction (AEC)* principles.

This edition of the NEC (NEC3) complies fully with the AEC principles. OGC recommends the use of NEC3 by public sector construction procurers on their construction projects.



Office of Government Commerce

NEC is a division of Thomas Telford Ltd, which is a wholly owned subsidiary of the Institution of Civil Engineers (ICE), the owner and developer of the NEC.

The NEC is a family of standard contracts, each of which has these characteristics:

- Its use stimulates good management of the relationship between the two parties to the contract and, hence, of the work included in the contract.
- It can be used in a wide variety of commercial situations, for a wide variety of types of work and in any location.
- It is a clear and simple document – using language and a structure which are straightforward and easily understood.

NEC3 Adjudicator's Contract is one of the NEC family and is consistent with all other NEC3 documents. Also available are the Guidance Notes and Flow Charts.

ISBN (complete box set) 0 7277 3382 6

ISBN (this document) 0 7277 3374 5

ISBN (Adjudicator's Contract Guidance Notes and Flow Charts) 0 7277 3375 3

First edition 1994

Second edition 1998

Third edition June 2005

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Cover photo, Golden Jubilee Bridge, courtesy of City of Westminster

9 8 7 6 5 4 3 2 1

British Library Cataloguing in Publication Data for this publication is available from the British Library.

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Typeset by Academic + Technical, Bristol

Printed and bound in Great Britain by Bell & Bain Limited, Glasgow, UK

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ACKNOWLEDGEMENTS

The first edition of the Adjudicator's Contract was drafted by Peter Higgins working on behalf of the Institution of Civil Engineers with the assistance of Frank Griffiths of the Chartered Institute of Purchasing and Supply and Michael Coleman of the Association of Project Managers. Dr Martin Barnes of Coopers and Lybrand advised on the co-ordination of the contract with the NEC.

The second edition of the NEC Adjudicator's Contract was produced by the Institution of Civil Engineers through its NEC Panel and was mainly drafted by Bill Weddell, with the assistance of Peter Higgins and Tom Nicholson, as members of NEC Panel with advice from Professor Phillip Capper then of Mascons Solicitors. The Flow Charts were produced by John Perry, Ross Hayes and colleagues at the University of Birmingham.

The third edition of the NEC Adjudicator's Contract was mainly drafted by Peter Higgins with the assistance of members of the NEC Panel. The Flow Charts were produced by Robert Gerrard and Ross Hayes with assistance from Tom Nicholson.

The original NEC was designed and drafted by Dr Martin Barnes then of Coopers and Lybrand with the assistance of Professor J. G. Perry then of the University of Birmingham, T. W. Weddell, then of Travers Morgan Management, T. H. Nicholson, Consultant to the Institution of Civil Engineers, A. Norman, then of the University of Manchester Institute of Science and Technology, and P. A. Baird, then Corporate Contracts Consultant, Eskom, South Africa.

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neC3 Adjudicator's Contract

FORM OF AGREEMENT

This Agreement is made on the day of between

• (name of company/organisation)
of
..... (address) and

• (name of company/organisation)
of
..... (address)

(the Parties) and

• (name)
of
..... (address)

(the Adjudicator)

1. The Parties appoint the Adjudicator in accordance with the conditions of contract and Contract Data attached to this Agreement.
2. The Adjudicator accepts this appointment and undertakes to carry out the Adjudicator's duties as described in the conditions of contract.

Signed jointly on behalf of the Parties by

..... (signature)

Name

Position

on behalf of

and

..... (signature)

Name

Position

on behalf of

and signed by the Adjudicator

..... (signature)

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form of agreement

conditions of contract

contract data

neC3 Adjudicator's Contract

CONDITIONS OF CONTRACT

1 General

- Actions**
- 1.1 The Parties and the Adjudicator shall act as stated in this contract and in the *contract between the Parties*. The Adjudicator shall act impartially.
- 1.2 The Adjudicator notifies the Parties as soon as he becomes aware of any matter which may present him with a conflict of interest.
- Identified and defined terms**
- 1.3 In these conditions of contract, the Adjudicator and the Parties are those identified in the Form of Agreement. Terms identified in the Contract Data are in italics and defined terms have capital initials.
- 1.4 Expenses are the cost of
- printing, reproduction and purchase of documents, drawings, maps, records and photographs,
 - telegrams, telex, faxes and telephone calls,
 - postage and delivery charges,
 - travelling, hotel and similar expenses,
 - room charges and
 - charges by others for help in an adjudication
- incurred by the Adjudicator for an adjudication.
- Interpretation and the law**
- 1.5 In this contract, except where the context shows otherwise, words in the singular also mean in the plural and the other way round and words in the masculine also mean in the feminine and neuter.
- 1.6 This contract is governed by the *law of the contract*.
- 1.7 If a conflict arises between this contract and the *contract between the Parties* then this contract prevails.
- 1.8 If as a result of the *contract between the Parties* another party has become a party to a dispute which is to be decided by the Adjudicator, references to Parties in this contract are interpreted as including the other party.
- Communications**
- 1.9 Each communication which this contract requires is in a form which can be read, copied and recorded. Writing is in the *language of this contract*.
- 1.10 A communication has effect when it is received at the last address notified by the recipient for receiving communications or, if none is notified, at the address of the recipient stated in the Form of Agreement.

2 Adjudication

- 2.1 The Adjudicator does not decide any dispute that is the same or substantially the same as one that he or his predecessor has previously decided.
- 2.2 The Adjudicator decides a dispute referred to him under the contract between the Parties. He makes his decision and notifies the Parties of it in accordance with the contract between the Parties.
- 2.3 After notifying the Parties of his intention, the Adjudicator may obtain from others help that he considers necessary in reaching his decision. Before making his decision, the Adjudicator provides the Parties with a copy of any information or advice from others and invites their comments on it.
- 2.4 The Parties co-operate with the Adjudicator and comply with any request or direction he makes in relation to the dispute.
- 2.5 The Parties and the Adjudicator keep the Adjudicator's decision and information provided for an adjudication as confidential to those who have a proper interest in them.
- 2.6 After a decision has been made, the Adjudicator keeps documents provided to him by the Parties for the period of retention.

3 Payment

- Advanced payment** 3.1 Each time a dispute is referred to the Adjudicator, the Party referring the dispute makes an advanced payment to him of the amount stated in the Contract Data. The advanced payment is made within one week of the date when the dispute is referred.
- Assessing the amount due** 3.2 The Adjudicator assesses the amount due and submits an invoice to each Party for that Party's share of the amount due. Unless otherwise agreed, the Parties pay the Adjudicator the amount due in equal shares.
- 3.3 The Adjudicator submits invoices after each decision on a dispute has been notified to the Parties and after termination.
- 3.4 The amount due is
- the Adjudicator's fee multiplied by the total of the time spent on an adjudication and the time spent travelling, plus
 - the Expenses, less
 - the amount of the advanced payment and other previous payments.
- Any tax which the law requires the Parties to pay to the Adjudicator is included in the invoice.
- Payment of the amount due** 3.5 The Parties pay the amount due within three weeks of receiving the Adjudicator's invoice or, if a different period is stated in the Contract Data, within the period stated.
- 3.6 Payments are in the *currency of this contract* unless otherwise stated in this contract.

- 3.7 If a payment is late, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made. Interest is calculated on a daily basis at the interest rate and is compounded annually.
- 3.8 If one of the Parties fails to pay, the other Party pays the Adjudicator the amount due with interest. The defaulting Party repays to the other Party the amount paid to the Adjudicator together with interest.

4 Termination

- 4.1 The Parties may, by agreement, terminate the appointment of the Adjudicator for any reason. They notify the Adjudicator of the termination.
- 4.2 The Adjudicator may, by notifying the Parties, terminate his appointment if
- he considers that he cannot act because of a conflict of interest,
 - he is unable to decide a dispute,
 - an advance payment has not been made or
 - he has not been paid an amount due within five weeks of the date by which payment should have been made.
- 4.3 Unless he has terminated his appointment or his appointment has been terminated by the Parties, the Adjudicator's appointment terminates on the date stated in the Contract Data.

form of
agreement

confidential
contract

contract
data

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CONTRACT DATA

- Statements given in all contracts**
- The *contract between the Parties* is **To be advised**.....
 - The *period of retention* is ...**N/A**..... weeks.
 - The *law of the contract* is the law of the **Republic of South Africa**
 - The *language of this contract* is **English**.....
 - The amount of the advanced payment is **N/A**.....
 - The Adjudicator's *fee* is...**To be advised**.....per hour.
 - The *interest rate* is **2%** per annum above the prime lending rate of the **Standard Bank of South Africa.**
 - The *currency of this contract* is **ZAR**.....
 - The Adjudicator's appointment terminates on **(To be advised)**.....

- Optional statements**
- If the period for payment of invoices is not three weeks**
- The period for payment of invoices is **four**.....weeks.
- If additional conditions of contract are required**
- The *additional conditions of contract* are
- To be advised**
-
-
-
-

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neC 3 Adjudicator's Contract

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Terms in *italics> are identified in the Contract Data, and defined terms have capital initial letters.*

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PART C2: PRICING DATA

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Part C2

PRICING DATA

INDEX

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PART C2 Pricing Data

2.0 General

- 2.0.1 The agreement is based on the NEC Term Service Contract. The contract specific variables are as stated in the contract data. Only the headings and clause numbers for which allowance must be made in the Price List are recited.
- 2.0.2 Preliminary and general requirements are based on part 1 of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to SANS 1921 as well as the contract specific variables are as stated in the contract data. Only the headings and clause numbers for which allowance must be made in the Price List are recited.
- 2.0.3 It will be assumed that prices included in the Price List are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
- 2.0.4 The Price List is not intended for the ordering of materials. Any ordering of materials, based on the Price List, is at the Contractor's risk.
- 2.0.5 The prices and rates in these Price Lists are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the scope of work and shall cover liabilities and obligations set forth or implied in the Contract data, as well as profit.
- 2.0.6 The quantities set out in these Price Lists are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in these Price Lists.
- 2.0.7 The short descriptions of the items of payment given in this Price List are only for purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- 2.0.8 For each item in the Price List, the Contractor shall provide in the appropriate column the portion of the tendered sum (inclusive of labour and material) which has been sourced locally (Republic of South Africa).
- 2.0.9 The Contractor shall provide information related to imported content, i.e. equipment to be imported, value and applicable exchange rates. This information shall be provided as an Annexure to the Price Lists.
- 2.0.10 The total in the Price List shall be exclusive of VAT, and shall be transferred to form C1.1 (Form of Offer and Acceptance).

PRICE LIST				
REFURBISHMENT, CLEAN AND REPAIR OF SIGNAL GEOGRAPHICAL INTERLOCKING UNITS FOR A PERIOD OF 2 YEARS				
ITEM	DESCRIPTION	ESTIMATED QTY REQUIRED FOR A PERIOD OF 2 YEAR'S EXCLUDING SHUT DOWN PERIOD	PRICE PER UNIT	TOTAL PRICE
1	Clean and repair			
1.1	MK1 UNIT SMALL	50		
1.2	MK1 UNIT MEDIUM	90		
1.3	MK1A UNIT SMALL	10		
1.4	MK1A UNIT MEDIUM	30		
1.5	MK1B UNIT SMALL	80		
1.6	MK1B UNIT MEDIUM	120		
1.7	MK1C UNIT SMALL	10		
1.8	MK1C UNIT LARGE	70		
2	Repair only			
2.1	MK1 UNIT SMALL	50		
2.2	MK1 UNIT MEDIUM	60		
2.3	MK1A UNIT SMALL	10		
2.4	MK1A UNIT MEDIUM	20		
2.5	MK1B UNIT SMALL	50		
2.6	MK1B UNIT MEDIUM	80		
2.7	MK1C UNIT SMALL	10		
2.8	MK1C UNIT LARGE	30		
3	Refurbish			
3.1	MK1 UNIT SMALL	50		
3.2	MK1 UNIT MEDIUM	150		
3.3	MK1A UNIT SMALL	10		
3.4	MK1A UNIT MEDIUM	20		
3.5	MK1B UNIT SMALL	20		
3.6	MK1B UNIT MEDIUM	40		
3.7	MK1C UNIT SMALL	5		
3.8	MK1C UNIT LARGE	40		
4	Replacement items			
4.1	Allen Bradley Contactor model 100-M09N-3	100		
4.2	Allen Bradley add-on module 135-MA13	60		
4.3	Allen Bradley add-on module 135-MA22	40		
4.4	Timer card CSE-032	80		
4.5	Timer card CSE-035	120		
4.6	Timer card CSE-036	50		
5	TURNAROUND TIME (WORKDAYS) INCLUDING COLLECTION AND DELIVERY			
	<u>Clean and repair</u>			
	0 - 15 UNITS	12 days		
6	<u>Repair only</u>			
	0 - 15 UNITS	10 days		
7	<u>Refurbish</u>			
	0 - 15 UNITS	20 days		

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PART C3: SCOPE OF WORKS

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PART C3

SERVICE INFORMATION

REFURBISHMENT, CLEANING AND REPAIR OF SIGNAL GEOGRAPHICAL INTERLOCKING UNITS FOR A PERIOD OF 2 YEARS

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Annexure 1:	BBC5941 Version 1 Clean and repair of geographical interlocking units.
Annexure 2:	BBC5942 Version 1 Refurbishing of geographical interlocking units.

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3.1 EMPLOYERS OBJECTIVE

Signal geographical interlocking units shall be repaired and/or refurbished on an "as and when required" basis for a period of 2 years.

3.2 DESCRIPTION OF THE WORKS

The repair and/or refurbishment of Signal geographical interlocking units shall be performed as described in clause 3.7.

3.3 EXTENT OF THE WORKS

The Signal geographical interlocking units is, when required, transported from depot's country wide to the Signal Electronic Workshop situated on the 5th floor, Transnet freight Rail Building, Anvil road, Isando, Johannesburg. The successful Contractor shall collect the units from Isando, perform the required service, and then deliver to Isando after completion.

3.4 APPROVAL OF REFURBISHED/REPAIRED UNITS

3.4.1 The Contractor shall take full responsibility for the quality and correctness of Refurbished and repaired units.

3.4.2 A representative of Transnet Freight Rail shall do random inspections and tests on completed units before delivery by the Contractor.

3.4.3 Approval given in clause 3.4.2 shall not relieve the Contractor of any responsibility, duty or obligation imposed on him by the Contract. The Contractor shall in particular be and remain solely liable and responsible for all acts, omissions, negligence or breaches of contract on the part of the Contractor, any of his employees or any of his subcontractors.

3.5 LOCATION OF THE WORKS

The service required shall be performed at the successful Contractor's premises in Johannesburg or surrounding areas within a 50km radius.

3.6 CARE OF MATERIAL SUPPLIED BY TRANSNET FREIGHT RAIL

3.6.1 Any material supplied by Transnet Freight Rail shall be used in the most economical way, and the Contractor shall take all reasonable care to prevent loss or damage thereof. Any material lost or damaged through negligence on the part of the Contractor or his employees shall be made good by the Contractor or Transnet Freight Rail will replace it.

3.6.2 The value of the material replaced by Transnet Freight Rail, including the cost of transport at normal tariffs applicable to the public, will be deducted from any money due to the Contractor or recovered in any other way.

3.7 COMPLIANCE WITH STANDARDS OF WORKMANSHIP AND ACCURACY

The Contractor shall perform the work to the specifications as set out in clause 3.9 and requirements of the Service Manager.

3.8 ADDITIONAL REQUIREMENTS

- 3.8.1 All original contactors must be replaced with new contactors as set out in the pricelist.
- 3.8.2 All PCR's in points units must be replaced with timer card CSE-035.
- 3.8.3 All original timer cards must be replaced by new timer cards as set out in the pricelist.
- 3.8.4 All capacitors in units older than 10 years must be replaced with new approved capacitors as approved by Transnet Freight Rail, Engineering and Technology, Technology Management.

3.9 SECONDARY SPECIFICATIONS

- 3.9.1 BBC5941 Version 1 – Clean and repair of geographical interlocking units.
- 3.9.2 BBC5942 Version 1 – Refurbishing of geographical interlocking units.

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(REGISTRATION NO.1990/000900/06)

**TRADING AS
TRANSNET FREIGHT RAIL**

ADDENDUM NO. 1 SPECIFICATIONS TO THE CONTRACT

- 1) Wherever the word "Spoornet" appears in the specifications it must be replaced with "Transnet Freight Rail".

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Freight rail



TRANSNET
freight rail

A Division of Transnet Limited

ENGINEERING AND TECHNOLOGY TECHNOLOGY MANAGEMENT

SPECIFICATION

CLEAN AND REPAIR OF GEOGRAPHICAL INTERLOCKING UNITS

PREVIEW COPY ONLY

Author:	Chief Engineering Technician Infrastructure Engineering	P. Doorewaard
Approved:	Senior Engineer Technology Management	J.P. Jooste
Authorised:	Chief Engineer Engineering and Technology	G.B. Paverd

Date: 29 July 2009

Circulation Restricted To:

Transnet Freight Rail
Transnet and Relevant Third Parties

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1 SCOPE

This specification describes the minimum requirements for the cleaning and repair of geographical interlocking units.

2 APPLICABLE DOCUMENTS

Typical drawings, Wire running lists, applicable relay specifications, applicable wire specifications and applicable Spoorplan type safety unit specifications of the relevant version (amendment) of the required geographical unit as registered by Spoornet configuration management.

3 REQUIREMENTS

3.1 Documentation

- 3.1.1 Interlocking units received for repair shall be controlled by Spoornet Infrastructure Engineering.
- 3.1.2 The contractor shall adhere to the documentation system as prescribed by Spoornet Infrastructure Engineering.
- 3.1.3 Spoornet Infrastructure Engineering, if necessary, shall allocate serial numbers to the units.
- 3.1.4 All required applicable documents must be obtained.
- 3.1.5 The contractor shall keep records (Spoornet Infrastructure Engineering will be responsible for the format) of all units cleaned, repaired and refurbished in order to facilitate tracing of the history of such unit. Spoornet Technology Management shall approve the record keeping system.

3.2 Instruments

- 3.2.1 Digital multi meters and insulation testers shall be of a high quality and must be calibrated at least every six months by an accredited SANAS laboratory.
- 3.2.2 A tension-measuring instrument shall be used to check the tension of relay contacts.
- 3.2.3 Spoornet Technology Management shall approve all instruments

3.3 Tools

- 3.3.1 Spoornet Technology Management shall approve all tools utilised by the contractor. (e.g. soldering stations, de-soldering stations, wire strippers etc.)
- 3.3.2 Only thermal wire strippers must be used.
- 3.3.3 Temperature adjustable soldering stations must be used.
- 3.3.4 Cable tie tensioner tools must be used.

3.4 Material

- 3.4.1 Wire to be used shall be 0,5mm in diameter and the insulation shall be 0,4mm to comply with the applicable sections of the wiring specifications: CSE-1133-105 (Guideline) and CSE-1164-005 (PVC Insulated single core indoor cable).
- 3.4.2 All terminal connections shall be soldered with non-acidic solder, 60% Pb/40% Sn and with a diameter of 0.9 mm or less.
- 3.4.3 Wires that must be replaced shall be the same colour as the wire being replaced.
- 3.4.4 Cable ties used to tie the looms shall be between 2 and 3 mm wide and of the same colour per unit.

3.5 Personnel

- 3.5.1 The contractor must have a competent ECSA registered (Professional Engineer or Technologist) person employed with the knowledge about all the possible applications of the applicable unit in the specific interlocking (including program bridge configuration) and the reasons behind every modification made to the unit typical. This designated person must oversee and take responsibility for the units testing and quality assurance process.
- 3.5.2 Spoornt Technology Management must approve the ECSA registered person.
- 3.5.3 All drawn-up test sheets, wire running lists and Q&A checklists for safety units, must be checked, approved and authorised by the above-mentioned designated person.
- 3.5.4 A qualified and experienced Engineering Technician (Signals) must be used for repairing of units. The above-mentioned designated person must adjudge if an Engineering Technician (Signals) is qualified with adequate experience. The Engineering Technician (Signals) may perform all final functional tests as per checklist prepared and signed off by a competent ECSA registered person.

4.0 **CLEANING OF UNITS**

- 4.1 The relay contacts shall be cleaned with a documented approved process.
- 4.2 Care must be taken that relays are not damaged during the cleaning process.
- 4.3 Care shall be taken to clean and where necessary adjust the latching mechanism on a mechanically latched relay.
- 4.4 Care must be taken that no other components but the relay contacts to be cleaned are emerged into the cleaning solution.
- 4.5 Contactors must be serviced and cleaned and replaced if necessary.
- 4.6 Corroded screws on the relay contact arm must be replaced.
- 4.7 The insulation tester must be used to apply 2000 Volt AC across each contact arm pair to determine if a short or potential short is present because of the contact arm wafer assembly that has shifted.
- 4.8 The cleaning process must be approved by Spoornt Technology management.

5.0 **REPAIRING OF UNITS**

5.1 Inspection of repaired unit

- 5.1.1 Do a full visual inspection to ascertain that no loose wires, solders splatters or damaged insulation are present.
- 5.1.2 Check that each relay is securely mounted.
- 5.1.3 Check the alignment of all relays.
- 5.1.4 Check the alignment of all contacts and contact bars.
- 5.1.5 Check that all relays have free movement of the contact assembly.
- 5.1.6 Check tension of all contacts to be at least 15gf.
- 5.1.7 Check that all contact gaps are at least 1,2mm.
- 5.1.8 Check that the relay contact terminals at the back of the relay are evenly spaced.
- 5.1.9 Check the rack pin coding of the unit against the typical or coding document.
- 5.1.10 Check that all dust seals are securely in place.
- 5.1.11 Check that all relays can be clearly identified by marking the relay itself, the unit window or a durable label on the unit above the unit window.
- 5.1.12 Check that all components replaced are according to specification.
- 5.1.13 A durable plate shall be riveted to the side of the unit with the serial number and amendment number engraved onto the plate.

5.2 Testing of unit

- 5.2.1 The approved checklist for a manual test procedure for each separate circuit in each type of unit shall be used to do a test on the complete unit. (proving the correct wiring and functioning of each separate circuit).
- 5.2.2 The test, according to the approved checklist, to ensure that no shorts between separate circuits exist must be done. Put all relay contacts involved in each separate circuit in the state to ensure continuity to the external terminal or terminals. Apply the appropriate voltage (e.g. B60 or N60) to the applicable terminals and measure on all other terminals for the applied voltage. When a back and front contact of the same relay is used in separate circuits, the test must be done for each of the circuits in the continuity state. The first test on the checklist will always be to apply the standard supplies to the unit and check that these supplies are not measured on any voltage free separate circuits.
- 5.2.3 After full assembly an insulation test must be done by applying 2000 VAC across the unit casing and all its terminals shorted together on the cable side for one minute by means of an insulation tester.
- 5.2.4 A full functional test shall be carried out by a qualified and experienced Engineering technician (signals) or a competent ECSA registered person on a model or live installation as per checklist prepared by a competent ECSA registered person.
- 5.2.5 A summary checklist of all the tests done and by who shall be completed signed and filed with all the checklists of tests done on this unit, for future reference. A copy of this summary checklist shall accompany the unit.
- 5.2.6 A random contact resistance test must be done and measurements shall not differ more than one decade.

5.3 Packaging

- 5.3.1 Unit terminals must be protected by 15mm polystyrene.
- 5.3.2 The unit shall be packed in a cardboard box surrounded by 15mm polystyrene on the back, front, side, bottom and top of the unit inside the box to guard against damage during transportation.
- 5.3.3 The box shall be clearly marked on the outside to indicate type of unit, serial number and destination depot.

5.4 Inspection at delivery

- 5.4.1 All seals shall be inspected to ensure that they are complete and intact.
- 5.4.2 The unit shall be turned sideways and upside down to ensure that there is no loose objects in the unit.

6.0 **QUALITY ASSURANCE**

- 6.1 The Contractor shall have a quality/safety assurance plan in place, describing the whole cleaning and repair process (procedures, tasks, sequence of procedures and tasks, checklists of all tests, etc.) that must be approved by SpoorNet Technology Management. Any deviations from this quality/safety assurance plan must be submitted for re-approval.
- 6.2 One or more representatives of SpoorNet Infrastructure Engineering shall do sporadic checks to ensure adherence to this approved quality/safety assurance plan and the premises, facilities and test equipment according to this specification.

END OF SPECIFICATION



ENGINEERING AND TECHNOLOGY TECHNOLOGY MANAGEMENT

SPECIFICATION

REFURBISHING OF GEOGRAPHICAL INTERLOCKING UNITS

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Infrastructure Engineering P. Doorewaard

Approved: Senior Engineer
Technology Management J.P. Jooste

Authorised: Chief Engineer
Engineering and Technology G.B. Paverd

Date: 29 July 2009

Circulation Restricted To:

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1 SCOPE

This specification describes the minimum requirements for the refurbishment of geographical interlocking units.

2 APPLICABLE DOCUMENTS

Typical drawings, Wire running lists, applicable relay specifications, applicable wire specifications and applicable Spoorplan type safety unit specifications of the relevant version (amendment) of the required geographical unit as registered by Spoornet configuration management.

3 REQUIREMENTS

3.1 Documentation

- 3.1.1 Interlocking units received for refurbishment shall be controlled by Spoornet Infrastructure Engineering.
- 3.1.2 The contractor shall adhere to the documentation system as prescribed by Spoornet Infrastructure Engineering.
- 3.1.3 Spoornet Infrastructure Engineering, if necessary, shall allocate serial numbers to the units.
- 3.1.4 All required applicable documents must be obtained. The version to which the unit must be re-wired must be specified and if not specified it must be re-wired to the latest version.
- 3.1.5 The contractor shall keep records (Spoornet Infrastructure Engineering will be responsible for the format) of all units cleaned, repaired and refurbished in order to facilitate tracing of the history of such unit. Spoornet Technology Management shall approve the record keeping system.

3.2 Instruments

- 3.2.1 Digital multi meters and insulation testers shall be of a high quality and must be calibrated at least every six months by an accredited SANAS laboratory.
- 3.2.2 A tension-measuring instrument shall be used to check the tension of relay contacts.
- 3.2.3 Spoornet Technology Management shall approve all instruments

3.3 Tools

- 3.3.1 Spoornet Technology Management shall approve all tools utilised by the contractor. (e.g. soldering stations, de-soldering stations, wire strippers etc.)
- 3.3.2 Only thermal wire strippers must be used.
- 3.3.3 Temperature adjustable soldering stations must be used.
- 3.3.4 Cable tie tensioner tools must be used.

3.4 Material

- 3.4.1 Wire to be used shall be 0,5mm in diameter and the insulation shall be 0.4mm to comply with the applicable sections of the wiring specifications: CSE-1133-105 (Guideline) and CSE-1164-005 (PVC Insulated single core indoor cable).
- 3.4.2 All terminal connections shall be soldered with non-acidic solder, 60% Pb/40% Sn and with a diameter of 0.9 mm or less.
- 3.4.3 At least six different colours shall be used in a manner that facilitates tracing. The colour coding shall be the same for all units of a type according to standard wire running list. The colours of the wires connecting the contacts in the same column shall not be the same for adjacent contacts except if the adjacent contacts are connected to the same B, N, BX, CX, etc. supply.

- 3.4.4 Colour coding for the B, N, BX, CX, etc. supplies shall be according to the Siemens Spoorplan standard.
- 3.4.5 Cable ties used to tie the looms shall be between 2 and 3 mm wide and of the same colour per unit.

3.5 Personnel

- 3.5.1 The contractor must have a competent ECSA registered (Professional Engineer or Technologist) person employed with the knowledge about all the possible applications of the applicable unit in the specific interlocking (including program bridge configuration) and the reasons behind every modification made to the unit typical. This designated person must oversee and take responsibility for the units testing and quality assurance process.
- 3.5.2 Spoornet Technology Management must approve the ECSA registered person.
- 3.5.3 All drawn-up test sheets, wire running lists and Q&A checklists for refurbished safety units, must be checked, approved and authorised by the above-mentioned designated person.
- 3.5.4 Permanently employed, qualified and experienced wireman must be used for rewiring of units. The above-mentioned designated person must adjudge if a wireman is qualified with enough experience.
- 3.5.5 A qualified and experienced Engineering Technician (Signals) shall perform the visual inspections, colour code wire count according to the wire running list, tests on the test rack and tests on a model or live installation according to a full test checklist of the unit drawn up and approved by an ECSA registered person.

4.0 **REFURBISHMENT OF UNITS**

4.1 Disassembling

- 4.1.1 The unit shall be disassembled completely.
- 4.1.2 All wires shall be removed and discarded.
- 4.1.3 All relays shall be removed from the relay cradle.
- 4.1.4 All solder on the relay shall be removed by means of a de-soldering station.
- 4.1.5 Relays that are not in a good condition shall be discarded.

4.2 Refurbishment of unit casing

- 4.2.1 The casing shall be inspected for damage and repaired if possible. Replace if necessary.
- 4.2.2 The unit window shall be inspected for cracks and transparency. Replace if necessary.
- 4.2.3 All dust seals shall be replaced. The method and material, if not original, must be approved.
- 4.2.4 The metal of the unit shall be thoroughly cleaned by sand blasting.
- 4.2.5 The metal of the unit casing must be powder coated with olive green specification: Q/P Green 66/3665 to a thickness 0,08mm on the outside. The inside of the unit and the relay cradle shall be properly treated and spray painted to a thickness of 0,05mm..

4.3 Cleaning of relays and contacts

- 4.3.1 The relay contacts shall be cleaned with a documented approved process.
- 4.3.2 Care must be taken that relays are not damaged during the cleaning process.
- 4.3.3 Care shall be taken to clean and where necessary adjust the latching mechanism on a mechanically latched relay.
- 4.3.4 Care must be taken that no other components but the relay contacts to be cleaned are emerged into the cleaning solution.
- 4.3.5 Contactors must be serviced and cleaned and replaced if necessary.
- 4.3.6 Corroded screws on the relay contact arm must be replaced.

- 4.3.7 The insulation tester must be used to apply 2000 Volt AC across each contact arm pair to determine if a short or potential short is present because of the contact arm wafer assembly that has shifted.
- 4.3.8 A random contact resistance test must be done and measurements shall not differ more than one decade.

4.4 Rewiring and assembly

- 4.4.1 The contact spacing plastic wafer can be used to align the relays when mounting but must be removed before wiring.
- 4.4.2 Secure the relays in place on the cradle with the correct screws and spring washers to correspond with the unit typical.
- 4.4.3 The unit shall be rewired according to the wire running list version, with wire and solder by a wireman as previously specified.
- 4.4.4 Wire strippers as previously specified must be used.
- 4.4.5 Care shall be taken that the soldering is done properly to ensure that no solder blobs or splatters are left behind.
- 4.4.6 The wiring shall be bound in looms and neatly treed off to enable easy visual inspection of the relay terminals. Enough slack shall be left in the wiring to the unit terminals and equipment mounted on the rear cover to allow opening after assembly.
- 4.4.7 Visual inspection, by at least 2 persons, for soldering waste, loose wires or any other metal objects like screws or washers that can cause unwanted short circuits, pieces of insulation or any wiring waste before the relay cradle is inserted and secured to the casing. (Bright light with magnifying glass).
- 4.4.8 Secure the relay cradle in place with the correct screws and spring washers.

4.5 Inspection of completed unit

- 4.5.1 Check that each relay is securely mounted.
- 4.5.2 Check the alignment of all relays.
- 4.5.3 Check the alignment of all contacts and contact bars.
- 4.5.4 Check that all relays have free movement of the contact assembly.
- 4.5.5 Check tension of all contacts to be at least 15gf.
- 4.5.6 Check that all contact gaps are at least 1,2mm.
- 4.5.7 Check that the relay contact terminals at the back of the relay are evenly spaced.
- 4.5.8 Check the rack pin coding of the unit against the typical or coding document.
- 4.5.9 Check that all dust seals are securely in place.
- 4.5.10 Check that all relays can be clearly identified by marking the relay itself, the unit window or a durable label on the unit above the unit window.
- 4.5.11 Check that all the correct components are installed and correctly labeled. Relay coils according to specification: current coils within range, pick, pick/pick, pick/stick, pick/force-down, etc. Measure resistor and capacitor values correct. Check that electrolytic capacitors polarity correctly installed. Diode and diode bridge values and orientation correctly installed.
- 4.5.12 A durable plate shall be riveted to the side of the unit with the serial number and amendment number engraved onto the plate.

4.6 Testing of unit

- 4.6.1 The wire count and colour-coding test must be done according to the approved checklist drawn-up from the wire running list.
- 4.6.2 The approved checklist for a manual test procedure for each separate circuit in each type of unit shall be used to do a detail test (proving the correct wiring of each separate circuit).
The test, according to the approved checklist, to ensure that no shorts between separate circuits exist must be done. Put all relay contacts involved in each separate circuit in the state to ensure continuity to the external terminal or terminals. Apply the appropriate voltage (e.g. B60 or N60) to the applicable terminals and measure on all other terminals for the applied voltage. When a back and front contact of the same relay is used in separate circuits, the test

must be done for each of the circuits in the continuity state. The first test on the checklist will always be to apply the standard supplies to the unit and check that these supplies are not measured on any voltage free separate circuits.

- 4.6.3 Check that all metal fittings are shorted to the safety unit casing (less than 0, 2 ohm).
- 4.6.4 Close the unit tighten all screws with spring washers and seal the unit at the front and rear.
- 4.6.5 After full assembly an insulation test must be done by applying 2000 VAC across the unit casing and all its terminals shorted together on the cable side for one minute by means of an insulation tester.
- 4.6.6 Test according to the approved checklist functionally in all possible positions in a model or real interlocking installation for each of the following functions: Signal cleared, train normalisation, Cancellation and all possible emergency functions. A signal for example must be tested for each of the above functions when in the starter, opposing signal, destination signal, opposing signal in overlap, giving flank, transferring flank, etc position.
A points unit must be tested in all possible positions in route (facing, trailing plus, trailing minus and OLDz) and all possible positions in flank (providing flank lying minus, providing flank lying plus, transferring flank because of a double call and transferring flank when lying facing in the flank calling direction).
A track circuit unit must be tested in all possible positions in route (both train directions), all possible positions in overlap (both train directions), and all possible flank positions (transferring flank in both directions).
All other special units must also be tested in all possible application positions.
- 4.6.7 A summary checklist of all the tests done and by who shall be completed signed and filed with all the checklists of tests done on this unit, for future reference. A copy of this summary checklist shall accompany the unit.

4.7 Packaging

- 4.7.1 Unit terminals must be protected by 15mm polystyrene.
- 4.7.2 The unit shall be packed in a cardboard box surrounded by 15mm polystyrene on the back, front, side, bottom and top of the unit inside the box to guard against damage during transportation.
- 4.7.3 The box shall be clearly marked on the outside to indicate type of unit, serial number and destination depot.

4.8 Inspection at delivery

- 4.8.1 All seals shall be inspected to ensure that they are complete and intact.
- 4.8.2 The unit shall be turned sideways and upside down to ensure that there is no loose objects in the unit.

5.0 **QUALITY ASSURANCE**

- 5.1 The Contractor shall have a quality/safety assurance plan in place, describing the whole refurbishment process (procedures, tasks, sequence of procedures and tasks, checklists of all tests, etc.) that must be approved by Spornet Technology Management. Any deviations from this quality/safety assurance plan must be submitted for re-approval.
- 5.2 One or more representatives of Spornet Infrastructure Engineering shall do sporadic checks to ensure adherence to this approved quality/safety assurance plan and the premises, facilities and test equipment according to this specification.

END OF SPECIFICATION

TRANSNET



TRANSNET LIMITED
(Registration no. 1990/000900/06)

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993) AND APPLICABLE REGULATIONS

1. General

- 1.1 The Contractor and Transnet Limited (hereinafter referred to as "Transnet") are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.
- 1.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. He shall, before commencement with the execution of the contract work, comply with the provisions set out in the Act, and shall implement and maintain a Health and Safety Plan as described in the Construction Regulations, 2003 and as approved by Transnet, on the Site and place of work for the duration of the Contract.
- 1.3 The Contractor accepts his obligation to complying fully with the Act and applicable Regulations notwithstanding the omission of some of the provisions of the Act and the Regulations from this document.
- 1.4 Transnet accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and Project Manager or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Works.
- 1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

2. Definitions

- 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -
- 2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction Regulations, 2003 means any work in connection with: -

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
 - (b) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;
 - (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
 - (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;
- 2.3 **"competent person"** in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;
- 2.4 **"contractor"** means principal contractor and "subcontractor" means contractor as defined by the Construction Regulations, 2003.
- 2.5 **"fall protection plan"** means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods applied to eliminate the risk;
- 2.6 **"health and safety file"** means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;
- 2.7 **"Health and Safety Plan"** means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;
- 2.8 **"Risk Assessment"** means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 2.9 **"the Act"** means the Occupational Health and Safety Act No. 85 of 1993.

3. Procedural Compliance

- 3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-
- (a) includes the demolition of a structure exceeding a height of 3 metres; or
 - (b) includes the use of explosives to perform construction work; or
 - (c) includes the dismantling of fixed plant at a height greater than 3m, and shall also notify the Provincial Director in writing when the construction work exceeds 30 days or will involve more than 300 person days of construction work and if the construction work:-
 - includes excavation work deeper than 1m; or
 - includes working at a height greater than 3 metres above ground or a landing.

- 3.2 The notification to the Provincial Director shall be on a form similar to Annexure A of the Construction Regulations, 2003, also shown in Annexure 1 of this Specification. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Project Manager or employee.
- 3.3 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Project Manager. Copies should also be retained on the health and safety file.
- 3.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Project Manager.
- 3.5 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary. The Contractor shall in such a case execute and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.
- 3.6 The Contractor shall, before commencing any work obtain from the Project Manager an access certificate as in Annexure 4 executed and signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.
- 3.7 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Project Manager with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and Transnet's safety requirements and procedures.
- 4. Special Permits**
Where special permits are required before work may be carried out such as for hotwork, isolation permits, work permits and occupations, the Contractor shall apply to the Project Manager or the relevant authority for such permits to be issued. The Contractor shall strictly comply with the conditions and requirements pertaining to the issue of such permits.
- 5. Health and Safety Programme**
- 5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -
- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;
 - (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
 - (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.

- 5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.
- 5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:
- (a) The identification of the risks and hazards that persons may be exposed to;
 - (b) the analysis and evaluation of the hazards identified;
 - (c) documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
 - (d) a monitoring and review plan.
- 5.4 The Health and Safety Plan shall include full particulars in respect of: -
- (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
 - (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
 - (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;
 - (d) the site access control measures pertaining to health and safety to be implemented;
 - (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Project Manager with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and
 - (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.
- 5.4 The Health and Safety programme shall be subject to the Project Manager's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Project Manager's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Project Manager or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.

- 5.5 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between the them, but at least once every month.
- 5.6 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.
- 5.7 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Project Manager, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.
- 6. Fall Protection Plan**
- 6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks 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;
- 6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.
- 6.3 The fall protection plan shall include:-
- (a) A Risk Assessment of all work carried out from an elevated position;
 - (b) the procedures and methods to address all the identified risks per location;
 - (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
 - (d) the training of employees working from elevated positions; and
 - (e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

7. Hazards and Potential Hazardous Situations

The Contractor and the Project Manager shall immediately notify one another of any hazardous or potentially hazardous situations which may arise during performance of the Contract by the Contractor or any subcontractor and, in particular, of such hazards as may be caused by the design, execution and/or location and any other aspect pertaining to the contract work.

8. Health and Safety File

- 8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Project Manager, or subcontractor upon request.
- 8.2 The Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any subcontractor's Health and Safety Plan is available on request to an employee, inspector, contractor or the Project Manager.
- 8.3 The Contractor shall hand over a consolidated health and safety file to the Project Manager upon completion of the Construction Work and shall in addition to documentation mentioned in the Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

PRIEVIEW COPY ONLY

ANNEXURE 1

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

-
-
- 1(a) Name and postal address of principal contractor:

- (b) Name and tel. no of principal contractor's contact person:

2. Principal contractor's compensation registration number: _____
- 3.(a) Name and postal address of client:

- (b) Name and tel no of client's contact person or agent:

- 4.(a) Name and postal address of designer(s) for the project:

- (b) Name and tel. no of designer(s) contact person:

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6(1).

6. Name/s of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2).

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date: _____
10. Expected completion date: _____

11. Estimated maximum number of persons on the construction site:

12. Planned number of contractors on the construction site accountable to the principle contractor:

13. Name(s) of contractors already chosen.

Principal Contractor

Date

Client

Date

* THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE.

* ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

PREVIEW COPY ONLY

ANNEXURE 2

(COMPANY LETTER HEAD)

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :

SECTION/REGULATION: _____

REQUIRED COMPETENCY: _____

In terms of _____ I, _____

representing the Employer) do hereby
appoint _____

As the Competent Person on the
premises at _____

(physical address) to assist in compliance with the Act and the applicable Regulations.

Your designated area/s is/are as follows :-

Date : _____

Signature :- _____

Designation :- _____

ACCEPTANCE OF DESIGNATION

I, _____ do hereby accept this Designation and
acknowledge that I
understand the requirements of this appointment.

Date : _____

Signature :- _____

Designation :- _____

ANNEXURE 3

(COMPANY LETTER HEAD)

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :

DECLARATION

In terms of the above _____ am personally assuming the
Act 1, _____ duties
and obligations as Chief Executive Officer, defined in Section 1 of the Act and in terms of
Section 16(1), I will, as far as is reasonably practicable, ensure that the duties and obligations
of the Employer as contemplated in the above Act are properly discharged.

Signature :- _____

Date : _____

PREVIEW COPY ONLY

ANNEXURE 4

{LETTER HEAD OF BUSINESS DIVISION OR UNIT OF TRANSNET LIMITED}

SITE ACCESS CERTIFICATE

Access to : _____ (Area)
Name of _____
Contractor/Builder :- _____
Contract/Order No.: _____

The contract works site/area described above are made available to you for the carrying out of associated works
In terms of your contract/order
with
(company
) _____

Kindly note that you are at all times responsible for the control and safety of the Works Site, and for persons under your control having access to the site.

As from the date hereof you will be responsible for compliance with the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended, and all conditions of the Contract pertaining to the site of the works as defined and demarcated in the contract documents including the plans of the site or work areas forming part thereof.

Signed : _____ Date : _____
PROJECT MANAGER

ACKNOWLEDGEMENT OF RECEIPT

Name of _____ I,
Contractor/Builder :- _____
do hereby acknowledge and accept
the duties
and obligations in respect of the Safety of the site/area of Work in terms of the
Occupational Health and Safety Act; Act 85 of 1993.

Name : _____ Designation : _____

Signature : _____ Date : _____