

TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ]

RFQ CRAC-JHB 9931

**SUPPLY AND INSTALL CS90 REMOTE CONTROL IN SECONDARY TOWER AT
SENTRARAND FOR A PERIOD OF FOUR MONTHS**

ISSUE DATE: 30 JANUARY 2013

BRIEFING SESSION: 08 FEBRUARY 2013

VENUE: SECONDARY TOWER 2ND FLOOR, SENTRARAND

TIME: 10: H00

CLOSING DATE: 21 FEBRUARY 2013

CLOSING TIME: 10:00

VALIDITY DATE: 23 MAY 2013

**FOR DIRECTION / SITE CONTACT: WOLLIE WOLMARAANS 011 570 7320 /
083 283 4423**

Section 1 NOTICE TO BIDDERS

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

METHOD: post and/or courier

CLOSING VENUE: courier and/or tender box at physical address: TRANSNET Freight Rail Tender Advice Centre, Ground Floor, Inyanda 1, 21 Wellington Road, and Parktown.

1 Responses to RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

2 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" to companies who provide a B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

2.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note the following:

- Functionality is included at a pre-qualification stage with a prescribed percentage threshold
- Proposals will be evaluated on price which will be allocated 80 or 90 points and preference which will be allocated 20 or 10 points, dependent on the value of the Goods or Services
- The 80/20 preference point system applies where the acquisition of the Goods or Services will be less than R1 000 000.00.
- If the 80/20 preference point system is stipulated and all Bids received exceed R1 000 000.00, the RFP will be cancelled
- The 90/10 preference point system applies where acquisition of the Goods will exceed R1 000 000.00
- If the 90/10 preference point system is stipulated and all Bids received are equal to or below R1 000 000.00, the RFP will be cancelled.

In compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 valid B-BBEE Verification Certificates must be issued by:

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

Enterprises will be rated by such agencies based on the following:

- c) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
 - Rating level based on all seven elements of the B-BBEE scorecard
- d) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
 - Rating based on any four of the elements of the B-BBEE scorecard
- e) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:

In accordance with B-BBEE Codes of Good Practice [Statement 000, Section 4], any enterprise with an annual total revenue of R 5 million or less qualifies as an EME.

 - Automatic rating of B-BBEE Level 4 irrespective of race or ownership
 - Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

Sufficient evidence to qualify as an EME would be a certificate (which may be in the form of a letter) from an auditor or accounting officer or a certificate from a Verification Agency accredited by SANAS. The certificate must confirm the company's turnover, black ownership / black female ownership and B-BBEE status level.

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

Transnet will accordingly allocate a maximum of **10/20 [ten/twenty] points** in accordance with the **80/20 / 90/10** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating. [Refer **Annexure A** for further details].

N.B. Failure to submit a B-BBEE certificate, which is valid as at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.

[Refer Section 4, Vendor Application Form, for Returnable Documents required]

3 Communication

- a) Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- b) A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Elijah Manana

Email: Elijah.Manana@transnet.net

Quotations are requested from interested Respondents to supply the above-mentioned requirement to TRANSNET FREIGHT RAIL.

On or after 30/01/2013 the RFQ documents may be inspected at, and are obtainable from the office of TRANSNET Freight Rail Tender Advice Centre, Ground Floor, Inyanda 1, 21 Wellington Road, and Parktown.

A COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING

VENUE : SECONDARY TOWER 2ND FLOOR, SENTRARAND

Time : 10:00

Date : 08 FEBRUARY 2013

The site meeting is compulsory and companies not attending **will be overlooked** during the tender awarding process.

PLEASE BRING THE VALID DOCUMENT ON THE DAY OF BRIEFING AND ALSO MAKE SURE THAT YOU BRING YOUR SAFETY SHOES AND REFLECTIVE VEST ON SITE

A non-refundable tender fee of R150.00 (inclusive of Vat) is applicable per tender (listed below).

Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect the tender number RFQ CRAC-JHB-9931 and the Company Name. Receipt/s to be presented prior to collection of the tender/s.

NOTE: This amount is not refundable.

- c) Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Transnet Acquisition Council on any matter relating to its RFQ response:

Prudence Nkabinde

Telephone 011 544 9486

Fax 011 774 9760

Email TAC.SECRETARIAT@transnet.net

4 Tax Clearance

The Respondent's original valid Tax Clearance Certificate must accompany the Quotation. Failure to provide this document with the RFQ submission will result in disqualification.

5 VAT Registration

The valid VAT registration number must be stated here: _____ [if applicable].

6 Legal Compliance

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

7 Changes to Quotations

Changes by the Respondent to its submission will not be considered after the closing date and time.

8 Pricing

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.

9 Prices Subject to Confirmation

Prices quoted which are subject to confirmation will not be considered.

10 Negotiations

Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents.

11 Binding Offer

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

12 Disclaimers

Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider; or
- make no award at all.

Transnet reserves the right to lower the threshold for Technical by% [..... percent] if no Bidders pass the predetermined minimum threshold or if only one bidder passes the threshold. This right will be exercised in Transnet's sole discretion.

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

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

13 Respondent's

Only in cases when the Respondent submits a sample(s) of the goods / products / material quoted for, the sample(s) must be endorsed with the RFQ (CRAC- JHB-9931) to the above description and forwarded on or before (21-02-2013) the deadline date to the following addresses: TRANSNET Freight Rail Tender Advice Centre, Ground Floor, Inyanda 1, 21 Wellington Road, and Parktown.

14 Evaluation Criteria

Transnet will utilise the following criteria in choosing a Supplier/Service Provider, if so required:

1. Administrative responsiveness - Completeness of response and returnable documents

2. Substantive responsiveness – Prequalification criteria, must be met

- Compliance to specification
- Technical Capacity /Resources (Proof of Qualifications in related field)
- Safety File in order
- Letter of Good standing

3. Commercial

- Competitive price
- Reference / previous performance record (Experience in related projects) SC90 Installation
- Delivery schedule / lead-time

4. B-BBEE Status of the Company

- Provide BBBEE level certification and Score Card
- Weighted evaluation based on 80/20 or 90/10 preference point system:

- Pricing and price basis [firm] - whilst not the sole factor for consideration, and overall level of unconditional discounts¹ will be critical

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ OR } PS = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where:

¹ Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

P_s = Score for the Bid under consideration
 P_t = Price of Bid under consideration
 P_{min} = Price of lowest acceptable Bid

- B-BBEE status of company

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

15 Validity Period

Transnet desires a validity period of 90 [ninety] days from the closing date of this RFQ.

This RFQ is valid until _____.

16 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

17 Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

18 Disclosure of Prices Quoted

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

YES NO

19 Returnable Documents

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below.

- a) Respondents are required to submit with their Quotations the **mandatory Returnable Documents**, as detailed below.

Failure to provide all these Returnable Documents will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 2 : Quotation Form	
Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub-contractors must submit a separate Tax Clearance Certificate for each party]	

- b) In addition to the requirements of section (a) above, Respondents are further required to submit with their Quotations the following **essential Returnable Documents** as detailed below.

Failure to provide all these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these documents are returned with their Quotations.

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these essential Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
- Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods or Services to Transnet	
SECTION 5 : Vendor Application Form	
- Original cancelled cheque or bank verification of banking details	
- Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified copy of Certificate of Incorporation [CM29/CM9 name change]	
- Certified copy of share certificates [CK1/CK2 if C.C.]	
- Entity's letterhead	
- Certified copy of VAT Registration Certificate [RSA entities only]	

Returnable Documents	Submitted [Yes or No]
- Certified copy of valid Company Registration Certificate [if applicable]	
- A signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures	

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Respondent's Signature

Date & Company Stamp

REQUEST FOR QUOTATION ("RFQ")

RFQ CRAC-JHB 9931

SUPPLY AND INSTALL CS90 REMOTE CONTROL IN SECONDARY TOWER AT SENTRARAND FOR A PERIOD OF FOUR MONTHS

Information Session

RFQ SITE MEETING

A COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING VENUE:

- Venue : Secondary Tower 2nd Floor, Sentrarand.
- Board Room : 7th Floor
- Time : 10H00
- Date : 08 February 2014

The site meeting is compulsory and companies not attending **will be overlooked** during the tender awarding process.

5.1 ATTENDANCE CERTIFICATE

This is to certify that.....

Representative/s of

Has/have today attended the Tender briefing in respect of the proposed:

-
TRANSNET'S REPRESENTATIVE TENDERER'S REPRESENTATIVE

DATE:.....

• **VERY IMPORTANT**

ANY TENDERER NOT ATTENDING THE INFORMATION MEETING WILL AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS



**Section 2
QUOTATION FORM**

I/We _____
hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard Terms and Conditions for the Supply of Goods and Services to Transnet [Section 3 hereof]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

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

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Price Schedule

I/We quote as follows for the goods required, on a "delivered nominated destination" basis, excluding VAT:

Item No	Description of Goods	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
1	Supply and install CS90 Remote Control in Secondary Tower at Sentrtrand		

Delivery Lead-Time from date of purchase order : _____ **[days/weeks]**

Notes to Pricing:

- All Prices must be quoted in South African Rand, exclusive of VAT
- To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

Respondent's Signature

Date & Company Stamp

- COMPANY INFORMATION

- 8. STATEMENT OF WORK (S) SUCCESSFULLY CARRIED OUT BY THE TENDERER:

- Tenderers are to advise which other companies have they successfully provided or are currently providing similar services.
-

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

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Respondent's Signature

Date & Company Stamp

REQUEST FOR QUOTATION ("RFQ")

RFQ CRAC-JHB 9931

**SUPPLY AND INSTALL CS90 REMOTE CONTROL IN SECONDARY TOWER AT
SENTRARAND FOR A PERIOD OF FOUR MONTHS**

SCOPE OF WORK

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Respondent's Signature

Date & Company Stamp

**INFRASTRUCTURE MAINTANANCE
TRAIN AUTHORISATION SYSTEMS**

**INSTALLATION OF CS90 REMOTE CONTROL
AT SENTRARAND SECONDARY TOWER**

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Respondent's Signature

Date & Company Stamp

SCOPE OF WORKS

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SECTION 1 - TECHNICAL**1 Description of the works****1.1 Executive overview**

1.1.1 Except where expressly stated otherwise, the *Contractor* performs the whole of the *works* for the planning, design, updating book of circuit, interfacing wiring of CS90 remote control to yard technics interlocking in the following systems

- (1) Area R
- (2) Area S
- (3) Area T
- (4) Area U

1.1.2 In broad terms, the *works* are to:

- (1) Install the CS90 remote control system to the locally control yard technique interlocking system.
- (2) The interlocking and remote control system will be connected together by means of free wiring tag block rack similar to the one used in the main tower.
- (3) The four interlocking system will communicate with the office rack by means of plastic optic fibre (POF).
- (4) Update book of circuit plans according to new remote control installation/wiring complying with Signal standards and supply Transnet freight Rail (Signals) with a copy for approval.
- (5) Remove old control desk (panel), cables and send to nearest available Transnet scrap
- (6) Clean all pieces of wires, insulations, soldering wires and any other dirty material created while performing work.

1.1.3 The *Site* is a high-risk area with respect to shunting movements be vigilant at all time.

1.2 Location and extent of the works

1.2.1 The boundaries of the *Site* are the Sentrarand rail secondary tower:

- (1) Relay room
- (2) Control panel room (R, S, T and U Panels)

1.2.2 The *Site* includes:

- (1) Sentrarand CTC office and associated Sentrarand relay room with their interlocking;
- (2) Complete CS90 remote control system
- (3) Secondary tower with their new CS90 racks;

1.3 Employer's objectives

The Employer's objectives are:

- 1.3.1 An improvement in the reliability and availability of Transnet Freight Rail's service;
- 1.3.2 A decreased need for verbal authorisation of train movements;
- 1.3.3 A decrease in the maintenance cost of Transnet Freight Rail assets.
- 1.3.4 To upgrade old panel to new VDU controlling system and standardise remote control to CS90.

1.4 Interpretation and terminology

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

- 1.4.8 Where "Spoornet" or variations or abbreviations thereof appears in any specification, standard or other document referred to in the *Employer's Scope of Works*, read "Transnet Freight Rail".
- 1.4.9 Void
- 1.4.10. Where "Resident Engineer (Signals and Telecommunications)", "Technical Officer", "Engineer" or variations or abbreviations thereof appear in any specification, standard or other document referred to in the *Employer's Scope of Works*, read "Supervisor" or "Project Manager" according to the context and in line with the conditions of contract.
- 1.4.11. Where "Machinery and Occupational Safety Act 1983 (Act 6 of 1983)" is referred to in any specification or condition, forming part of the contract document, read "Occupational Health and Safety Act 1993 (Act 85 of 1993)".
- 1.4.12. Where any of the clauses of the "E5 General Conditions of Contract" is referred to in any specification, standard or other document referred to in the *Employer's Scope of Works*, read "the relevant clause or section of the contract document".
- 1.4.13. The *Contractor* obtains copies of all the required standards, specifications, drawings, regulations and guidelines at own cost directly from their sources. However, on request, the Project Manager sources existing station-specific drawings relevant to the works in software format from Transnet Freight Rail's ProjectWise system.
- 1.4.14. The following abbreviations are used:

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

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

2 Engineering

2.1 Design services and activity matrix

- 2.1.1 *Employer's design: CS90 Software, Configuration and VDU Sig file layout drawing.*
- 2.1.2 *The Contractor designs the whole work to interface interlocking and remote control including labour.*
- 2.1.3 *The contract connects office rack to fields rack using optic fibre.*
- 2.1.4 *Update book of circuits and supply employer with a copy for approval.*
- 2.1.5 *SANS 1921-1:2004 is applicable and the specification data is:-*
 - (1) *Clause 4.1.7: This data is covered in items 2 and 4 of the Employer's Scope of Works.*
 - (2) *Clause 4.2.1: The responsibility assigned to the Contractor is generally as per strategy C in table 1.*
 - (3) *Clause 4.2.2: Not applicable.*

2.2 Acceptance of the Contractor's design

- 2.2.1 *The Contractor complies with the specifications.*
- 2.2.2 *The Contractor submits the following drawings (two paper copies with each submission) to the Project Manager for acceptance checking before installation of the affected signalling Plant and Materials:*
 - (1) *Station layouts;*
 - (2) *Spoor cable layouts;*
 - (3) *Changes made to book of circuit including Red and yellow work;*
 - (4) *Cable plans;*
 - (5) *Control sheets;*
 - (6) *Bit allocations;*
 - (7) *Relay room rack layouts;*
 - (8) *Earthing;*
 - (9) *Other equipment and rack layouts;*
 - (10) *Detailed red/yellow work for changes to existing installations;*
 - (11) *All modifications to interlocking units.*
 - (12) *Cable or wire specifications*

- 2.2.3 A paper copy of the Sentrstrand secondary tower book of circuits (drawing number CSE-7C_600) and main tower plans for reference purpose are available on request to illustrate the minimum detail required on drawings, especially for interlocking and panel control equipment.
- 2.2.4 The *Contractor* submits copies of all detailed red/yellow work and remote control bit allocation files in both software (CDs) and paper format, for acceptance checking by the Supervisor before installation and as part of as-built documentation.
- 2.2.5 The *Contractor* corrects, re-checks and re-submits any portions of his design not complying with the Scope of Works. The Project Manager need not give exhaustive details of why he does not accept the *Contractor's* design or portions thereof.
- 2.2.6 Despite any checks done by any of the *Employer's* agents, it remains the *Contractor's* responsibility to check his designs for compliance to the Scope of Works. For all his designs, the *Contractor* provides proof of certification by a professional in terms of the Engineering Act. All test copies of drawings carry the signature of that professional. With the *Contractor's* final submission of a station's as-built drawings, he submits three paper copies, one of which carries signature of that professional on all amended or new sheets.

2.3 Using the *Contractor's* design

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

2.4 Applicable drawings

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

2.5 Plant and Materials

2.5.1 Quality

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

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

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

2.5.2 Tests and inspections before delivery

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

2.6 Contractor's Equipment (Including temporary works)

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

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

3 Construction

3.1 Works specification

3.1.1 The following standard specifications are applicable:

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

3.1.2 The Contractor complies with the specifications.

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

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

3.2 Temporary works, Site services & construction constraints

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

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

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

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

3.2.2 Access to private property

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

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

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

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

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

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

3.2.5 Publicity, progress photographs and signage:

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

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

3.2.6 Contractor's Equipment

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

3.2.7 Services and facilities provided by the Employer.

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

3.2.8 Facilities provided by the Contractor

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

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

3.2.9 Inspection of adjoining properties

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

3.2.10 Survey control and setting out of the works

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

3.2.11 Existing services, including cable and pipe trenches

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

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

3.2.12 Sequences of construction

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

3.2.13 Giving notice of work to be covered up

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

3.2.14 Hook ups to existing installations

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

3.3 Testing, commissioning, Completion and correction of Defects

3.3.1 Materials, facilities and samples for tests and inspections

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

3.3.2 Commissioning and take over procedures

- (1) Testing, commissioning, hand over and take over are done in accordance with specifications BB03609 and CSE-1 155-500 category N48.
- (2) The *Contractor* decommissions the existing installations in the presence of and as directed by the Supervisor.
- (3) After completing his installation and pre-testing at each station, the *Contractor* submits a test certificate to the Supervisor stating that:
 - A competent person (his test officer), who is named, has pre-tested and corrected all equipment and circuits,
 - All cables have been megged for the completed portion of the works as required by the Supervisor (completed meggar sheets are submitted to the Supervisor before the commissioning occupation starts); and,
 - That the installation complies with the Scope of Works and is complete in all respects, including a wire count of all locally wired terminals as well as "ringing out" of circuits, units and all rack-to-rack wiring.
- (4) The Supervisor does not commence his acceptance inspection until submission of the *Contractor's* test certificate referred to herein and an updated test copy of all applicable drawings.
- (5) Successful conclusion of the acceptance inspection is a prerequisite for the commencement of the Supervisor's acceptance testing and commissioning. Any incomplete work on wiring results in an installation being considered not ready for acceptance testing.
- (6) The *Contractor* provides suitably qualified and competent personnel to assist the Supervisor with acceptance testing and commissioning of the works.
- (7) The Supervisor in consultation with the *Contractor* determines the time and personnel required for the Supervisor's acceptance testing and commissioning of the works. The Supervisor performs the following acceptance tests, amongst others:
 - Remote control: correspondence checking of all trackside functions to each relay room and respective VDU at each CTC office. This includes all route calling, signal aspect switching and route turnout indicators as well as track and points correspondence with detection.
- (8) The Supervisor gives formal acceptance of the complete system in writing after successful commissioning.
- (9) After (Sectional) Completion, the Project Manager arranges a take over inspection to allow certification of (Sectional) Completion subject to a Defects list.
- (10) The *Contractor* ensures that the Project Manager has a full and accurate dossier of as-built documents that represent the status of the completed works (to include Plant and Materials within the works) to present to the

Employer.

- (11) The *Contractor* ensures that the Project Manager has a full and accurate dossier of maintenance and operating manuals as appropriate at the earlier of take over or Completion.
- (12) Where the *Contractor* has presented maintenance and operating manuals to the Project Manager at take over, the *Contractor* modifies and updates as-built documents as necessary prior to Completion.
- (13) All drawings, software data, maintenance and other manuals, software licenses and spare part catalogs form an integral part of the *works*, which is not complete until all the that documentation is received.

3.3.3 Work to be done by the Completion Date

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

No	Item of work	To be completed when
1	As-built drawings, quality records, software data and other documentation	By the Completion Date
2	Performance testing of the works	Within five working days after commissioning each section.
3	Demolitions	By the Completion Date
4	Technology transfer	By the Completion Date
5	Correction of all Defects notified by the end of the <i>Contractor's</i> post commissioning performance testing	By the Completion Date

3.3.4 Use of the works before Completion has been certified:

- (1) The *Employer* uses the following parts of the *works* before Completion is certified by the Project Manager which does not constitute take over by the *Employer*.
 - After each station is commissioned, it is handed back to Transnet Freight Rail to continue their train operations in the interim until Completion.
- (2) Any ("hand over") inspections done to allow use of commissioned portions of the *works* are done to aid prompt correction of Defects and should not be confused with take over procedures.

3.3.5. Performance tests:

- (1) Directly after commissioning a station and before Completion can be certified, the *Contractor* monitors and provides records to prove fault-free

performance of the system for a continuous period of at least forty-eight hours.

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

3.3.6. Access given by the Employer for correction of Defects

- (1) The Contractor complies with the constraints and procedures stated elsewhere in the Employer's Scope of Works where the Project Manager arranges access for the Contractor after Completion:
- (2) The Contractor corrects Defects in the presence and under direction of the Supervisor.

4 Plant and Materials standards and workmanship

The Contractor Provides the Works as follows:

4.1 Remote control systems

Do CTC office changes only as required by changes in the relay rooms

4.2 Interlockings

4.2.1 For the Sentrahub sections

- (1) Sentrand main tower section (R,S,T,U)
- (2) There will be special functions required to be altered in the interlocking.

4.3 Cabling and wires

4.4.1. Retain at least 10% spare cores in each cable, except for tail cables.

4.4.2. Use the correct size and approved type of cable joints, sleeves and crimping. Only solid crimping sleeves are allowed, and not split crimping sleeves.

4.4 Earthing and Lightning Protection

4.6.1. Test all earths affected by the works and submit the relevant certificates.

4.5 Disposal of redundant material

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

4.8.1. Do all demolitions in consultation with the Transnet Freight Rail signals maintenance depot engineer.

4.8.2. Implement proper control and records for the storage and delivery of all redundant material.

- 4.8.3. Safe-guard copper and other valuable materials.
- 4.8.4. Chop rubber cable into 1000mm pieces for selling as scrap.
- 4.8.5. Cut buried cable at a depth of at least 300mm and abandon.
- 4.8.6. Keep cable drums to re-drum armoured cable for selling as scrap.
- 4.8.7. Communications cable: remove completely from the inside of relay rooms,
- 4.8.9. Submit full documentation to the Project Manager within three working days after delivery.

4.6 General

- 4.9.1. Re-use the existing ODF cable where suitable.
- 4.9.2. Remove all unused wirings

4.7 List of applicable specifications

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

4.10.1. Transnet Freight Rail specifications:

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

BBC1040	Installations of earthing and lightning protection of signal relay rooms and Signal equipment enclosures.
CSE-45D	Static Inverter
CSE-45E	Automatic Rectified/Battery Charger Outdoor Signalling Works
CSE-505/1	Power Supplies and Distribution
CSE-516/1	Trenching and Outdoor Cable Installation
CSE-1 133-0 5 2	The Treatment and Coating of Signal Equipment in Corrosive and Non-corrosive Areas
CSE-1133-1 0 0 Cat. E 9 8	Technical Instructions
CSE-1 133-1 0 3 Cat. E 9 8	Replacing Effen Fuses with Trip Switches
CSE-1133-1 0 5 Cat. N 9 8	The Use of Cables in Signaling
CSE-1133-10 8	Installations Serial Numbers on PC Boards
CSE-1 154-00 1 Cat. E 4 8	Environmental Specification for Spoornet Railway Signalling Systems
CSE-1 155-500 Cat. N48	Testing of Signalling Installations
CSE-1155-502 Cat. N48	Installation of Relay and Spoornet Interlocking Systems

Specification Number	Description
CSE-1 158-001 Cat. E98	General Requirements for Non-vital Electronic Hardware
CSE-1159-001 Cat. X49	Documentation for Signals Equipment
CSE-1163-009 Cat. X47	Isolating Transformer Signalling Power Applications
CSE-1163-014 Cat. E42	Signalling Relay Room Power Supply
CSE-1164-002 Cat. X47	PVC Insulated Multi-core Indoor Cables
CSE-1 164-003 Cat. X47	PVC Insulated Flame Retardant Indoor Cables
CSE-1 164-005 Cat. X47	PVC Insulated Single Core Indoor Cables
CSE-1 164-006 Cat. X47	Stranded, Bare Copper or PVC Insulated, Outdoor or Indoor Cable for Earth Connections
CSE-1 164-007 Cat. X47	PVC Insulated Unarmoured Cabtyre Cable

CSE-1 164-008 Cat. X47	Stranded, Galvanized Steel, PVC Insulated, Outdoor Cable for Track Jumping
CSE-1173-013 Cat. E42	Centralised Traffic Control System (Office-based)
CSE-1173-014 Cat. E42	Signalling Remote Control System (Office based)
CSE-1 173-025 Cat. X47	Train Time Recording system (VDU-based)
CSE-1 173-033 Cat. X47	Automatic Train Routing System (Office-based)
CSE-1 173-036 Cat. X47	Traffic Control System (VDU-based)
CSE-1 174-003 Cat. E42	Interlocking
CSE-11 NA-090	Installation of the CS90 System
CSE-W-194 Cat. N98	CS90 Installation Documentation

4.10.2. General Transnet specifications:

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

4.10.3. Other specifications:

Specification Number	Description
NRSO48-2:2003	Electrical supply – Quality of supply Part 2

4.8 Addendums to specifications

4.11.1. Specification No. CSE-50417 (January 1985): Outdoor Signalling Work.

- (1) Clause 2.1:
Delete 0.9mm and 1.4mm for multi-core P.V.C. cable.
- (2) Clause 3.1
All jointing material kits (heat-shrink and/or resin type) are to be approved by Transnet Freight Rail (Technology Management).
- (3) Clause 4 - Void
- (4) Clause 5.1

Paragraph 2 to read: "PVC trunking and extruded aluminium rails shall be used for the wiring and inner frame".

(5) Clause 5.8 to read:

"Internal wiring must be run vertically and horizontally only, and must be grouped using the provided PVC trunking correctly".

(6) Clause 5.11

Add ", and CSE-1 155-502 annexure 7" at the end of the sentence.

(7) Clause 6 - Void

(8) Clause 7 to read:

"Sirens shall be in accordance with specification CSE-1163-017 (Latest amendment). The approved range shall be from 0.5 km up to 1 km".

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

(1) Clause 6.0

Substitute "CSE-518/1" with "BBC1040".

(2) Annexure 2 - sheet 1 of 3

25mm - 30mm Ultraviolet protected non-reinforced pipe (25mm ID Rubber tubing 4mm W/T) may be used for track tail cable and jumper protection instead of Dunlop Heliflex hose.

“PREVIEW COPY ONLY”

SECTION 2 - COMMERCIAL**5 Management and start up****5.1 Works specification**

5.1.1. The following parts of SANS 1921 are applicable:

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

5.1.2. The Contractor complies with the specifications.

5.2 Planning and programming**5.2.1. Programming constraints**

- (1) The Contractor completes the works within twenty calendar months from the date of contract award.
- (2) The lead-time for arranging Site access is at least twenty working days after all requirements for Site access are met and at least twenty working days after the Contract Date.
- (3) The Supervisor requires at least ten working days to check the Contractor's test and inspection plan.
- (4) The Project Manager requires at least ten working days each to check the Contractor's Quality Plan, safety case, SMP and Environmental Method Statement.
- (5) The Contractor gives the Project Manager notice of at least ten working days to source specific existing as-built drawings.
- (6) Acceptance checking of the Contractor's design takes at least twenty working days per station. No more than three stations at a time are checked for acceptance.
- (7) Excluding the commissioning occupation, ad-hoc testing and inspections by the Supervisor take on average one working day per station for each
- (8) The lead-time for arranging occupations is at least forty working days.

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

5.2.2. Sequence of the works:

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

- 5.2.3. The *Contractor* presents each programme on paper and in software format.
- 5.2.4. The *Contractor* submits each programme as a Gantt chart in Microsoft Projects 2003 or fully compatible format.
- 5.2.5. The *Contractor's* programme shows the critical path(s) and all necessary logic diagrams demonstrating sequence of operations.
- 5.2.6. The *Contractor's* programme shows the duration of operations in working days.
- 5.2.7. The *Contractor's* programme shows the requirements of the CEMP, SES, PES,SMP and the Environmental Method Statements.
- 5.2.8. The *Contractor's* programme shows the following levels:
- (1) Level 1 Master Schedule - defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning, finalisation and Completion.
 - (2) Level 2 Project Schedule - summary schedules 'rolled up' from Level 3 Project Schedule described below.
 - (3) Level 3 Project Schedule - detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations are assigned a code by the Project Manager. The Project Manager notifies any subsequent layouts and corresponding filters on revised programmes.
 - (4) Level 4 Project Schedule - detailed discipline speciality level developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline.
 - (5) A narrative status report, which includes precise status and performance of operations in the Working Areas, precise status and performance of operations outside the Working Areas, manpower histograms, S-curve of overall progress, critical action items (top 10) and deviations from the Accepted Programme and action plan to rectify.
- 5.2.9. On each revised programme the *Contractor* shows a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Contractor*.
- 5.2.10. The *Contractor* submits programme report information to the Project Manager at weekly intervals in addition to the intervals for submission of revised programmes slated under the Contract Data.
- 5.2.11. The *Contractor's* weekly programme narrative report includes:
- (1) Level 4 Project Schedule - showing two separate bars for each task i.e. the primary bar reflects the current forecast dates and the secondary bar the latest Accepted Programme.

- (2) 3-week Look-ahead Schedule - showing two separate bars for each task i.e. the primary bar reflects the current forecast dates and the secondary bar the latest Accepted Programme.
- (3) Manpower Histogram - reflecting actual, forecasted and planned activities
- (4) S-curves - reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values as calculated by the detailed progress report.

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

5.3 Format of communications

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

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

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

5.4 Key personnel requirements

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

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

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Respondent's Signature

Date & Company Stamp

- 5.4.3 The Contractor's project manager has sufficient experience in railway signalling and is fully conversant with the current railway signalling practices in South Africa.
- 5.4.4 The Contractor has suitably qualified supervision staff in charge of the works. All such supervision staff is in direct full-time employment of the Contractor or Sub-Contractor.
- 5.4.5 The Contractor has an effective organisational structure in place to implement the SMP, CEMP and the Quality Plan.
- 5.4.6 Any member of Transnet's, the Supervisor's, the Project Manager's or the Employer's personnel associated with the works is responsible for inspection and acceptance testing/checking only and does not render any assistance, except at the instruction of the Supervisor or the Project Manager.

5.5 Meetings

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

5.6 Quality assurance requirements

- 5.6.1 The Contractor's Quality Management System conforms to International Standard ISO 9001.
- 5.6.2 The Contractor submits his Quality Management System documents to the Project Manager for acceptance as part of the programme to include details of the:
- (1) Quality Plan for the works;
 - (2) Quality policy;
 - (3) Index of procedures to be used;
 - (4) Document register; and,

(5) Schedule of internal and external audits for the works.

5.6.3. The Contractor submits in detail his proposed test and inspection plan to the Supervisor for acceptance before manufacturing and installation start. The Contractor's test and inspection plan includes detailed trenching records, witness points and hold points for critical activities.

5.6.4. Tolerances are covered in the specifications.

5.6.5. The Contractor develops and maintains a comprehensive register of documents that are generated on the contract including all quality related documents. The Project Manager indicates those documents to be submitted for information, review or acceptance and the Contractor indicates such requirements within his register of documents. The register indicates the dates of issue of the documents with the Project Manager responding to documents submitted by the Contractor for review or acceptance within the period for reply (except where stated otherwise) prior to such documents being used by the Contractor.

5.6.6. The Quality Plan means the Contractor's statement, which outlines strategy, methodology, resources allocation, quality assurance and quality control co-ordination activities to ensure that the works meet the standards stated in the Scope of Works. It includes a description of the Contractor's test and inspection activities, and check/test sheets. The Employer's specification HMG-QM-STD-001 contains the minimum requirements for the Quality Plan.

5.7 Documentation Control

5.7.1. The Contractor provides and controls documentation as per the specifications and ISO9001 standards.

5.7.2. All documentation is submitted with transmittal notes clearly identifying the sender, receiver, contents and purpose of the submission.

5.7.3. All documentation, including drawings but excluding invoices, is submitted via the Employer's Document Control department who distributes it to the relevant parties.

5.7.4. In addition to the paper copies, all electronic copies of all documentation are submitted on CDs. Drawings are in Microstation DGN format. Text documents are in Microsoft Word 2003, Acrobat version 6 (PDF) or fully compatible format. Spreadsheets are in Microsoft Excel 2003 or fully compatible format.

5.7.5. The Contractor implements proper software configuration management, including version control and CRC numbers for all software data and configuration files. He submits the relevant configuration management records to the Supervisor with every submission of software data or configuration files.

5.8 Reporting of faults and failures

5.8.1. The Contractor keeps the duty personnel in the train traffic control office informed of his Site activities so that he may be contacted without delay in case of an emergency.

5.8.2. The Contractor keeps the Project Manager, Supervisor and the train traffic control office informed of the names of members of his personnel who are available to receive calls during specific periods.

5.9 Occupations

- 5.9.1. Before the *Contractor* undertakes work involving track crossings, the occupation of the track, dead orders or other interruption of Transnet's service, he submits a request for an occupation in writing to the Project Manager.
- 5.9.2. The *Contractor* contacts the Project Manager the day before the date of an occupation to ascertain whether the occupation is going ahead and whether the occupation details have changed.
- 5.9.3. The *Contractor* provides the Supervisor and Project Manager with a detailed occupation plan for acceptance, showing details of:
- (1) All decommissioning activities;
 - (2) All disciplines involved;
 - (3) Hours of work;
 - (4) All Equipment, personnel, Plant and Materials and other resources the *Contractor* plans to use on the occupation;
 - (5) Activities that have already been completed in preparation for the occupation;
 - (6) Activities that still needs to be completed in preparation for the occupation;
 - (7) His programme of work for the occupation; and,
 - (8) All portions of existing installations that will be affected by the work, including a detailed method statement on what measures the *Contractor* will implement to minimise the occupation duration and how the existing installations will be protected/isolated from safety risks and disruption.
- 5.9.4. Submission of the occupation plan serves as confirmation that the *Contractor* will use the occupation. Failure to submit an occupation plan puts the occupation at risk of being cancelled.
- 5.9.5. Where safety of trains is affected by the works, except track crossings, the *Employer* provides personnel to supervise the protection of trains. For track crossings, the *Contractor* provides Transnet Freight Rail-approved flagmen with detonators, radios and all other Equipment to protect trains.
- 5.9.6. The *Contractor* provides protection to his personnel from the danger of passing trains.
- 5.9.7. Before disconnecting or working on any signalling equipment connected to a working signalling system, a local occupation is taken of that particular gear. Cooperation with the operating staff is essential for safe working and for the efficient completion of work.
- 5.9.8. When an occupation for work on an existing signalling installation takes longer than expected, the *Contractor* promptly notifies the Project Manager who applies for an extended occupation.
- 5.9.9. All safety precautions in the *Employer's* train working rules apply.

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

5.10 Safety risk management

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

5.10.2. Personal protective equipment (PPE):

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

5.10.3. Use of vehicles:

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

5.10.4. High voltage electrical equipment:

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

equipment.

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

- (1) When arriving at a relay room or its associated trackside, the *Contractor* informs the train traffic control office of his presence. The *Contractor* also records the date, time and his activities on a daily basis in the relay room maintenance book.
- (2) When the *Contractor* enters a train traffic control office he:-
 - Identifies himself to the train traffic control officer in charge and states the purpose of his visit;
 - Enters the details of and reason for his visit in the CTC office logbook and signs the entry.
- (3) Before the *Contractor* leaves the relay room vicinity or train traffic control office, he reports his intended movements to the train traffic control officer in charge after completion of work for the day.

5.10.6. Protection of the public:

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

5.10.7. Security:

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

- (9) All employees undergo a security briefing before they are allowed on *Site*.
- (10) The *Contractor's* SMP includes a method statement on how security matters are managed on *Site*.

5.10.8. General:

- (1) The *Contractor* complies with all applicable legislation, regulations issued in terms thereof and Transnet's safety rules, regulations and guidelines entirely at own cost.
- (2) The *Contractor* complies with the Transnet specifications E7/1, E4.13 and E4.E.
- (3) For the application of the Occupational Health and Safety Act, 1993 the working areas are deemed to be under the *Contractor's* control for the duration of the contract, up to the defects date and including subsequent defects correction periods during which work is taking place. The *Contractor* is regarded as the *Employer* and is responsible for ensuring that the requirements of the Act and the regulations are implemented in the working areas.
- (4) All the *Contractor's Site* personnel attends Transnet Freight Rail's safety induction course before *Site* work commences. The duration will be a maximum of 8 hours during normal working hours.
- (5) In accordance with the safety case between the Parties, the *Contractor* complies with the following Acts: -
 - The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993). The *Contractor* produces proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
 - The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and Regulations issued in terms thereof or un-repealed regulations issued in terms of the former Act no. 6 of 1983, in his entirety.
 - The Explosives Act No. 26 of 1956 (as amended): The *Contractor*, where applicable, furnishes the Project Manager with copies of the permits authorising the *Contractor* to establish an explosives magazine on or near the *Site*.
- (6) Blasting is not allowed on *Site*.
- (7) Act 85 of 1993 registration of the *Site* on behalf of the *Employer* is done by the *Contractor*, in consultation with the Project Manager.
- (8) The *Employer's* safety representative attends all *Site* safety meetings called for in terms of Act 85 of 1993. The *Contractor* promptly submits

copies of the minutes of those meetings to the Project Manager. Those meetings are monitored to identify any action required to rectify problems.

- (9) The storage of flammable materials requires particular attention.
- (10) Care is required when welding, flame-cutting or other fire-hazard operations occur and the Contractor provides suitable fire fighting equipment at close hand to those operations.
- (11) The Contractor reports all accidents in writing to the Project Manager. Any accident resulting in the death of or injury to any person in the working areas are reported within 24 hours of its occurrence, and any other accident is reported within 48 hours of its occurrence.
- (12) Telephone numbers of emergency services, including the local fire fighting service, are posted conspicuously in the Contractor's Site office near the telephone.
- (13) The Contractor provides suitable shoring for cable trenches.

5.11 Environmental constraints and management

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

5.12 Provision of bonds and guarantees

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

5.13 The Contractor's Invoices

- 5.14.1. After the Project Manager certifies payment following an assessment date, the Contractor complies with the Employer's procedure for invoice submission.
- 5.14.2. The invoice corresponds to the Project Manager's assessment of the amount due to the Contractor as stated in the assessment certificate.
- 5.14.3. The invoice states the following:
 - (1) Invoice addressed to Transnet Limited;
 - (2) Transnet Limited's VAT Number;
 - (3) Invoice number;
 - (4) The Contractor's VAT Number; and
 - (5) The contract number and title.
 - (6) Purchase Order number issued by the Employer.
- 5.14.4. The following supporting documents are required with invoices:
 - (1) Plant and Materials delivery notes and transfer of title to the Employer;
 - (2) The Project Manager's assessment certificate;

- (3) Separate breakdowns for compensation events;
- (4) Price adjustment calculations; and,
- (5) Calculations for rate of exchange fluctuations

5.14.5. The invoice is presented either by registered post to the *Employer's* postal address or by hand delivery to the *Employer's* physical address.

5.14.6. The invoice is presented as an original.

5.14.7. In the Activity Schedule, the *Contractor* allocates at least 5%, or as agreed by the Project Manager, of the total cost of each relay room and each CTC office to each of the following activities:

- (1) Final testing and commissioning
- (2) Finalisation.

6 Procurement

6.1 BBBEE requirements

6.1.1. The *Contractor* complies with the *Employer's* BBBEE policy, including the sourcing of Plant and Materials, Labour and Subcontracting.

6.1.2. An accepted BBBEE preferencing scheme is used, based on BBBEE accreditation by any one of the Accreditation Agencies approved by SANAS.

6.2 Subcontracting

6.2.1. Where the aggregate value of a Subcontract placed by the *Contractor* with a Sub-Contractor exceeds US\$10,000,000.00 (ten million US dollars) or its equivalent in another foreign currency, the *Contractor* ensures that the Sub-Contractor follows the requirements of the National Industrial Participation Programme.

6.2.2. Where the *Contractor* employs a Sub-Contractor operating in the Working Areas, then the *Contractor* ensures that the Sub-Contractor complies with the CEMP, SES and PES as appropriate and that the Subcontract documentation places back-to-back obligations on the Sub-Contractor which reflect the *Contractor's* obligations under the CEMP, SES and PES, all within the *Contractor's* Quality Management System.

6.2.3. The *Contractor* uses an NEC3 Engineering and Construction Subcontract with Main Option A when he subcontracts portions of the works which amount to more than 25% of the contract value.

6.2.4. The *Contractor* selects signalling Sub-Contractors from Transnet Freight Rail's list of approved suppliers.

6.2.5. Where the *Contractor* is required to remove an animal, reptile or bird from the Working Areas, the *Contractor* engages a Sub-Contractor who is a specialist and qualified for such removal (including the removal of rare, endemic or endangered species).

6.3 Marking Plant and Materials outside the Working Areas

6.3.1. For payment purposes, the Supervisor marks each affected item of Plant and Materials outside the Working Areas with at least a unique serial number, the date, the contract number. All items are marked permanently and the method of marking conforms to the specifications. Payment will be effected once a warrant has been issued to be *Employer* by the *Contractor* stating them as title

holder.

6.3.2. The Contractor securely stores marked Plant and Materials in areas sealed off from the rest of their production run, e.g. using locked cages with controlled access. The Contractor maintains an auditable record of the whereabouts of marked Plant and Materials.

6.3.3. The Contractor provides accurate delivery notes showing serial numbers and other details and confirming the Employer as the title holder. The Supervisor signs those delivery notes to confirm acceptance of the affected Plant and Materials and the Contractor then submits the delivery notes to the Project Manager.

6.4 Preparation of post Completion contracts

6.4.1. The Contractor provides the following assistance on request to the Employer post Completion:

- (1) Emergency sourcing of additional Plant and Material spares; and,
- (2) Assistance in clearing faults on commissioned Plant and Materials.

=====END=====

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Section 3

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET

A Supplier/Service Provider shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [Terms and each Term] and Transnet's purchase order(s) [Order or Orders] represent the only conditions upon which Transnet SOC Ltd [Transnet] procures goods or services specified in the Order [collectively, the Products] from the person to whom the Order is addressed [the Supplier/Service Provider]. Transnet does not accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

20 CONFORMITY WITH ORDER

Products/Services shall conform strictly with the Order. The Supplier/Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Service Provider warrants that the Products/Services shall be fit for their purpose and of satisfactory quality.

21 DELIVERY AND TITLE

21.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's/Service Provider's obligations under the Order.

21.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.

21.3 Risk of loss or damage to Products shall pass to Transnet on delivery, and title shall pass to Transnet when payment to the Supplier/Service Provider for the Products has been effected.

21.4 If on delivery, the Products/Services do not conform to the Order, Transnet may reject the Products/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Products/Services at the Supplier's/Service Provider's expense within the specified delivery times, without any liability due by Transnet. Products shall be subject to such testing and/or inspection as Transnet may consider necessary.

22 PRICE AND PAYMENT

22.1 Prices specified in an Order cannot be increased. Payment for the Products/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation

and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

22.2 Payment of the Supplier's/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

23 PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Products/Services or any written material provided to Transnet relating to any Products/Services or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier/Service Provider hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

- a) procure for Transnet the right to continue using the infringing Products; or
- b) modify or replace the Products/Services so that they become non-infringing,

provided that in both cases the Products/Services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Products/Services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of any continued use of the infringing Products/Services after Supplier's/Service Provider's prior written request to remove the same.

24 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier's/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier/Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

25 DEVELOPMENT WORK IN THE PRODUCTION OF PRODUCTS

If the production or provision of any Products involves research and/or development which is wholly or partly funded by Transnet, then all intellectual property or other rights as a result thereof shall be the property of Transnet on creation.

26 PUBLICITY

The Supplier/Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Products in connection with any publicity without Transnet's prior written consent.

27 AFTER SALES SERVICE

The Supplier shall provide replacement parts necessary to ensure the uninterrupted operation of the Products supplied for the duration of the warranty period, from delivery of any particular item of the Products and if requested by Transnet shall make these parts available to a third party maintainer of Transnet's choice at the same price as if the parts had been supplied to Transnet. The Supplier undertakes to provide a maintenance service for Products, should Transnet so request, on terms to be agreed. If the Order so indicates, the Supplier will provide a warranty service for the Products at a level to be agreed with Transnet.

28 TERMINATION OF ORDER

28.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier/Service Provider when such work on the Order shall stop.

28.2 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.

28.3 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.

28.4 If the Products are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Products or any damage caused due to the failure or delay in the delivery.

29 ACCESS

The Supplier/Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's/Service Provider's employees. The Supplier/Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

30 WARRANTY

The Supplier/Service Provider warrants that it is competent to supply the Products/Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Products/Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the supply, manufacture and use of the Products/Services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

31 INSOLVENCY

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors or passes a resolution for the writing up or administration of the Supplier/Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

32 ASSIGNMENT

The Supplier/Service Provider shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

33 NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

34 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain

an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

35 GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 23, 24, 25, 26 and 30. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

36 COUNTERPARTS

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

“PREVIEW COPY ONLY”

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

SIGNED at _____ on this _____ day of _____ 20____

.....
SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

NAME: _____

DESIGNATION: _____

REGISTERED NAME OF COMPANY: _____

PHYSICAL ADDRESS:

Respondent's contact person: *[Please complete]*

Name	:	
Designation	:	
Telephone	:	
Cell Phone	:	
Facsimile	:	
Email	:	
Website	:	



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

Section 4
VENDOR APPLICATION FORM

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

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

Vendor Application Form

Company trading name						
Company registered name						
Company Registration Number or ID Number if a Sole Proprietor						
Form of entity [v]	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
VAT number [if registered]						
Company telephone number						
Company fax number						
Company email address						
Company website address						
Bank name				Branch & Branch code		
Account holder				Bank account number		
Postal address						
						Code
Physical Address						

Respondent’s Signature

Date & Company Stamp

		Code	
Contact person			
Designation			
Telephone			
Email			
Annual turnover range [last financial year]	< R5 m	R5 - 35 m	> R35 m
Does your 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 IRP30 Certificate	Yes		No
Main product or services [e.g. Stationery/Consulting]			

Complete B-BBEE Ownership Details:

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

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

Transnet contact person	
Contact number	
Transnet Operating Division	

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

Name		Designation	
Signature		Date	