DPTI 2009/22556/01



**INVITATION**

**09C153 SUPPLY AND DELIVERY OF RAIL TURNOUT PARTS FOR RAIL PROJECTS**

**(PANEL AGREEMENT)**

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| --- | --- |
| **CONTACT FOR FURTHER INFORMATION** | Enquiries are to be directed to:Mr Trevor RobertsTelephone: (08) 7424 7512Fax: (08) 8297 3416E-mail: trevor.roberts@sa.gov.auIf the above person is unavailable, the enquiry may be directed to:Mr David GreenTelephone: (08) 7424 7534 Mobile: 0439 830 308Fax: (08) 8297 3416E-mail: david.green@sa.gov.au |
|  |  |
| **APPLICATIONS MAY BE EITHER:** | **Posted to GPO Box 1533, ADELAIDE SA 5001;****Delivered to 77 Grenfell Street, ADELAIDE SA 5000; or****Emailed to** **DPTI.Tenders@sa.gov.au**Note: If submitting via email, please phone (08) 8343 2029 to confirm receipt. Also, it may be necessary to split the application into several emails to keep it to an acceptable size. |

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**INTRODUCTION**

The Department for Transport, Energy and Infrastructure (DPTI) is responsible for the upgrading of the Adelaide Metropolitan broad-gauge rail network, including the repair and maintenance of rail turnouts. Consequently it has a need to purchase maintenance parts for existing turnouts on an ad hoc basis.

It is proposed to establish a panel of providers capable of the supplying turnout spare parts. Once the panel is established, quotes will be sourced from those panel provider’s on an as need basis throughout the contract period and a purchase order issued to the successful supplier/s.

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**CONDITIONS FOR SUBMISSION OF AN APPLICATION**

**FOR A PANEL CONTRACT**

The DPTI Conditions of Submission for a Panel Agreement apply to this invitation and are available from the following website:

<http://www.dpti.sa.gov.au/contractor_documents/request_for_tender_templates2>

The Annexures to the Conditions of Submission, which are included in this document, are to be read in conjunction with the Conditions of Submission from the above website.

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**CS ANNEXURE A**

**APPLICATION DETAILS**

**APPLICANTS MUST INCLUDE THE FOLLOWING IN THE SUBMISSION:**

Application Form

The following Schedules:

1. Schedule of Parts to be Supplied.
2. Statement re Contract Conditions.
3. Statement of Compliance to the Principal’s Requirements, including relevant Australian Standards.
4. Certificate of Currency for Public and Products Liability Insurance of $20 million per occurrence and unlimited in the aggregate for Public Liability and $20 million in the aggregate each policy period for Products Liability. Please ensure these certificates are attached to your submission.
5. Provide evidence to demonstrate your company’s level of experience, expertise and track record in the supply of rail turnout parts and list examples. Note: Registrants must include a statement on the number of years relevant experience.
6. Provide contact names, phone numbers and email addresses of referees who can attest to your company’s track record in the supply of turnout parts.
7. Provide evidence to demonstrate your Company’s capacity to supply turnout parts.
8. Provide evidence of certification of your company’s Quality System to AS 9001 or satisfactory evidence that the company is in the process of becoming certified. Attach copies of any certificates to your submission.

DPTI reserves the right to request any other additional information deemed relevant to the assessment of Registrant submissions.

**NUMBER OF COPIES TO BE SUBMITTED:**

A read only electronic submission must be provided, either on a CD or as attachments to email(s). Note: If submitting via email, please phone (08) 8343 2029 to confirm receipt. Also, it may be necessary to split the application into several emails to keep it to an acceptable size.

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**CS ANNEXURE B**

**ASSESSMENT OF SUBMISSIONS**

**General**

The following is an overview of the process that the Principal will follow to shortlist Registrants who will subsequently be invited to members of the Panel for the Supply of Rail Turnout Parts. The Principal may seek clarifications from Registrants, undertake a site inspection or contact referees if necessary at any time during the assessment process.

**Stage 1: Initial Evaluation**

The objective of the initial evaluation is to eliminate any Registrant that does not submit a substantially complying submission or it is patently obvious that the Registrant will be unable to comply with the requirements of the Panel Agreement. Any minor or trivial omissions from a Submission will be considered in accordance with the DPTI Procedure for Receipt of Tenders.

**Stage 2: Shortlisting of Registrants**

DPTI will undertake an assessment of the written submissions against the following criteria:

1. Demonstrated experience, expertise, capacity and proven track record in meeting client’s requirements for the supply of rail turnout parts.
2. Certification of the Company’s Quality System to AS 9001 or equivalent.

The Principal may enter into negotiations with Registrants at this stage on any matter concerning the supply of the turnout parts or the Panel Agreement.

Subject to resolution of any outstanding issues, those Registrants assessed as satisfactory against the above criteria with be invited to join the Panel for the Supply of Rail Turnout Parts.

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**PRINCIPAL’S REQUIREMENTS**

1. **General**

The procurement will involve all types of rail turnout parts for the Adelaide Metropolitan broad-gauge rail network, and the following list details the parts that maybe required within the contract period. It should be noted, however, that orders may not be limited to those parts on the list and providers may be requested to supply other parts on an as needs basis.

All parts may be requested to be supplied in 50 kg, 53 kg or 60 kg rail sizes.

1. TURNOUTS & COMPOUNDS
	1. Switch Assembly
		1. Back Stretcher
		2. Front Stretcher
		3. Fastening (Huck, HT Bolts etc.)
		4. Taper Washers
		5. Switch Lugs
		6. Distance Block
		7. Heel Block
		8. Switch Stops
		9. Switch Chairs
		10. Stockrail
		11. Switch Blade
	2. V. Crossing (Fabricated)
		1. Washer
		2. Taper Headlock
		3. Taper Washer
		4. Bolts (Various size)
		5. Heel Block
		6. Parallel block
		7. Taper block
		8. Knee Block
		9. RH Wing Rail
		10. LH Wing Rail
		11. Splice Rail
		12. Point Rail
	3. V Crossing (RBM)
		1. Flat Washer
		2. Taper Washer
		3. Huck Bolts
		4. Wing Rail Block
		5. Knee Block
		6. RH Splice Rail
		7. LH Splice Rail
		8. RH Wing Rail
		9. LH Wing Rail
		10. Manganese Insert
	4. Guardrail
		1. Guardrail Block
		2. Guardrail
		3. Bolts and Washers
	5. Plates and Fastenings
		1. Sleeper plates (Pandrol with E clip - typical)
		2. Screwspikes
	6. Closure rails
	7. K crossings (RBM)
		1. Point rail - opp hand
		2. Taper washers
		3. Flat washers
		4. Bolts
		5. Guardrail block – Parallel
		6. Guardrail block – Long tapered
		7. Guardrail block – short tapered
		8. Manganese insert
		9. Guardrail – opp hand
		10. Guardrail – as drawn
		11. Guardrail – long
		12. Wing rail
		13. Point rail - opp hand
		14. Point rail – as drawn
	8. K crossings (Fabricated)
		1. Hardened Washers
		2. Taper Headlocks
		3. Taper Washers
		4. Bolts
		5. Taper blocks – various sizes
		6. Parallel blocks
		7. Knee block
		8. Guardrail
		9. Wing rail
		10. Point rail - LH
		11. Point rail - RH

**4. SCOPE**

The supply of Goods will include the following:

* The supply of all materials;
* The supply of turnout parts which comply with the specification, design drawings and/or quality standards provided by the Principal; and
* Delivery.

**5. CONTRACT TIME**

This contract will be for a period of 36 months commencing from the date of execution of the Agreement.

The Principal reserves the right to extend this Agreement by a further 24 months on the same terms and conditions by giving the provider 3 months notice in writing before expiration of the Agreement. If the provider does not wish to have this Agreement extended, the Principal shall be notified in writing immediately upon receipt of the extension notice. The Principal reserves the right to conduct negotiations for a further extension of the agreement prior to the expiration of the final contract period.

**6. DELIVERY OF PARTS**

The provider shall:

* Deliver the turnout parts to Delivery Sites nominated by the Principal. Delivery Sites will be within a nominal 40 km radius of the Adelaide CBD; and
* provide 48 hours of notice to the Principal’s Representative prior to delivery.

Damaged components shall be removed and repaired or replaced by the provider at the provider's expense.

**7. STORAGE AT PROVIDER’S PREMISES**

Temporary storage of the manufactured parts at the provider’s premises, for short periods of up to 6 weeks, may be required to assist the Principal with the staging of projects.

**8. INSPECTION DURING MANUFACTURE**

The Principal’s Representative shall be allowed full access to the provider's premises/works during working hours for the purpose of inspecting materials, workmanship, work in progress and the conducting of quality audits if required.

**9. COMPANY’S AUSTRALIAN PRESENCE**

Notwithstanding the country of manufacture of the turnout parts the provider will provide customer support in Australia and preferably in South Australia.

**10. OVERSEAS CONTENT**

The provisions of SA Government State Procurement Policy 8 shall apply to turnout parts which Include imported content.

**11. PAYMENT**

Payment will be made in accordance with the Rates determined by a quotation or tender process.

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**PANEL AGREEMENT**

**FOR THE SUPPLY OF GOODS**

**PANEL AGREEMENT FOR THE SUPPLY OF GOODS**

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**1. OBJECTIVES AND SCOPE**

The Parties agree that:

1. The Contractor is a member of Panel of Providers (**"Panel"**) that has been established by the Principal to supply the Goods described in the Specification;
2. The Principal may select any member of the Panel to supply the Goods; and:
3. If selected by the Principal, the Contractor shall supply the Goods upon the terms and conditions of this Agreement.

The provisions of this Agreement shall be construed so as to give full effect to the objectives contained in this clause.

**2. DEFINITIONS**

In this Contract unless something else is clearly intended:

**"Administrator"** has the same meaning as that term has in the Corporations Law;

**"Agreement"** means the agreement between the Principal and the Contractor, and comprises of the documents listed in the “Schedule of Agreement Documents”.

**"Bank Guarantee"** means the unconditional bank guarantee on the terms and conditions contained in Clause "Security Deposit";

**"Commencement Date"** means the date specified in the Annexure or such other date as agreed to by the Parties, or where no date is specified, the date which appears on the letter of acceptance;

**‘Confidential Information"** means all information (other than information in the public domain or information that is trivial or obvious) acquired by the Contractor from or about the Government, the Principal or the Principal’s agents, business associates or employees pursuant to this Contract;

**"Contractor"** means the person, firm, partnership, company or other legal entity who as a party to this Contract is bound to execute the service in accordance with the Contract;

**"Contractor’s Representative"** means the person as the Contractor may nominate in writing from time to time to and with the approval of the Principal;

**“Force Majeure Event”** means any event outside that party’s reasonable control, including without limitation, fire, flood, drought, storm, lightning, act of God, peril of sea or air, explosion, sabotage, accident, embargo, civil commotion, act of war and war; but does not include industrial disputes, strikes and difficulties between the Contractor and its employees or sub-contractors;

**"Goods"** means the goods to be supplied by the Contractor to the Principal under this Contract and all other goods expressly or impliedly required to be supplied by the Contractor by this Contract;

**"Insolvency Administration"** means the happening of any of these events:

* an Administrator is appointed or any action is taken to make such appointment over the Contractor or any subsidiary (as that term is defined in the Corporations Law) of the Contractor;
* an application is made to a court for an order or an order is made that the Contractor be wound up;
* an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of the Contractor, or one of them is appointed, whether or not under an order;
* a meeting is convened or a resolution is passed to appoint an official manager in respect of the Contractor;
* except to reconstruct or amalgamate while solvent on terms approved by the Principal, the Contractor enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a re-organisation, moratorium or other administration involving any of them;
* the Contractor resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the Principal or is otherwise wound up or dissolved;
* the Contractor is or states that it is unable to pay its debts when they fall due;
* the Contractor is or states that it is unable to pay its debts within the meaning of Section 95A of the Corporations Law;
* the Contractor becomes an insolvent under administration as defined in Section 9 of the Corporations Law or action is taken which could result in that event; or
* anything having a substantially similar effect to any of the events specified above happens to or in respect of the Contractor or the Parent Company or any significant shareholder under the law of any applicable jurisdiction.

**"Intellectual Property Rights"** means any patent, copyright, trademark, tradename, design, trade secret, know how or other form of Confidential Information, or any right to registration of such rights and any other form of intellectual property right whether arising before or after the execution of this Contract;

**"Latent Conditions"** means physical conditions at the site for installation or its surroundings, which differ materially from the physical conditions which should reasonably have been anticipated by a skilled and competent Contractor at the time of the tendering;

**"Minister"** means the Minister for Transport, Minister for Infrastructure or Minister for Energy as applicable, its successors or permitted assigns;

**"Notice"** means a notice; or a consent, approval or other communication required to be in writing under this Contract;

**"Parties"** means the Principal and the Contractor and "Party" means either of the Parties;

**"Principal"** means the person named in the Annexure and includes any person to whom the Principal has delegated its functions and powers for the purposes of this Contract or for the purpose of any negotiations, consultations, or approvals that may be required for the work to be performed under this Contract;

**"Principal’s Representative"** means the person named and described in the Annexure or such other person as the Principal may nominate in writing from time to time to the Contractor;

**"Provision of Goods"** includes any of the following:

* The supply only of Goods from a place nominated by the Contractor;
* The supply and delivery of Goods;
* The supply, delivery and installation of Goods; or
* The supply, delivery, installation and maintenance of Goods.

**"Specification"** means the document which stipulates the nature and scope of Goods to be provided under this Contract, including requirements for delivery, installation and maintenance of the Goods if these form part of the Contract;

**"Test"** includes examination, testing, inspection and measurement.

**3. INTERPRETATION**

In this Contract, unless a contrary intention is evident:

(a) the clause headings are for ease of reference only and do not form part of this Contract;

(b) words in the singular number include the plural and vice versa;

(c) words importing a gender include any other gender;

(d) a reference to a person includes bodies corporate and unincorporated associations and partnerships;

(e) a reference to a clause number is a reference to its sub-clauses;

(f) a reference to a sub-clause is a reference to the sub-clause of the clause in which that reference is made;

(g) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(h) a reference to any legislation or to any provision of any legislation includes:

* all legislation, regulation, proclamations, ordinances, by-laws and instruments issued under that legislation or provision; and
* any modification, consolidation, amendment, re-enactment or substitution of that legislation or provision;

(i) a reference to a schedule, Annexure or appendix includes a reference to any part of that schedule, Annexure or appendix which is incorporated by reference;

(j) monetary references are references to Australian currency; and

**4. QUOTATIONS**

The Principal may:

1. request that all or any members of the Panel provide a quotation for the supply of the Goods, notwithstanding that pre-agreed rates may form part of this Agreement;
2. seek quotations from providers not on the Panel; and
3. appoint new providers as members of the Panel.

The Principal is not obliged to engage the Contractor to supply any Goods during the term of this Agreement. If the Principal engages the Contractor to supply the Goods by issue of a purchase order and does not seek a quotation, the Goods shall be paid for at pre-agreed rates forming part of this Agreement.

**5. CONTRACTOR’S WARRANTIES**

The Contractor hereby warrants that:

(a) the Contractor has the right to sell and transfer title to and property in the Goods to the Principal;

(b) the Goods:

* conform with the requirements of the Specification;
* are fit for the purpose stated in the Specification or elsewhere in the Contract, or if no purpose is stated, the purpose for which the Goods would ordinarily be used;
* (except as otherwise provided in the Specification) are new when delivered or installed;
* conform to the description, model number and the sample (if any) provided by the Contractor;
* are free from defects;
* are of good merchantable quality and conform to any legally applicable standards;
* where this Contract so provides, have been manufactured, constructed or assembled in the factory disclosed by the Contractor as the place of manufacture, construction or assembly of the Goods in the Contractor’s tender or elsewhere in the Contract;

(c) all representations made by the Contractor in or in connection with the Contractor’s tender were and remain accurate and the Contractor has and will maintain during the Term the quality assurance arrangements set out in the Specification; and

(d) the Contractor shall not vary the specification, design, shape, configuration or characteristics of the Goods during the Term without first obtaining the consent of the Principal in writing.

**6. CONTRACT ADMINISTRATION**

Each Party shall at all times throughout the Term have a Contract Representative who has authority to bind their Party in relation to any matter arising out of or in connection with this Contract.

The Principal’s Representative will be that person described the Annexure or such other person as the Principal may nominate in writing from time to time. The Principal's Representative may exercise all the powers and functions of the Principal under this Contract. The Principal’s Representative may further delegate some powers and functions to other employees of the Principal by notice in writing to the Contractor.

The Contractor’s Representative will be that person nominated in writing by the Contractor to the Principal.

**7. DELIVERY**

This Clause only applies where delivery forms part of the Contract.

The Contractor shall deliver the Goods to the Delivery Point by the Date for Delivery or by such other date as is agreed in writing between the Principal and the Contractor. If requested by the Principal, the Contractor shall give reasonable notice of the date it will deliver the Goods.

The Principal will arrange unloading of the Goods.

**8. INSTALLATION**

**8.1 General**

This Clause only applies where installation of the Goods forms part of the Contract.

The Contractor shall install the Goods by the Date for Installation or by such other date as is agreed in writing between the Principal and the Contractor. Unless specified otherwise, the Contractor is responsible for all labour, machinery, materials and other things necessary to install the Goods. If any installation is not in accordance with the requirements of the Contract, the Contractor shall rectify the installation.

**8.2 Possession of Site**

Possession of the site shall confer on the Contractor a right to only such use and control as is necessary to enable the Contractor to undertake the installation of the Goods. Possession of site shall be limited to the extent, and for the duration, that is reasonably necessary for installation of the Goods. While the Contractor has possession of site, the Contractor is responsible for the care and control of the Goods and that part of the site which is reasonably necessary for installation of the Goods.

**8.3 Access for the Principal and Others**

The Principal and the Principal’s employees and agents may at any time have access to any part of the site for any purpose. The Contractor shall permit the execution of work on the site by persons engaged by the Principal and shall cooperate with them and coordinate the Contractor’s work with their work.

**8.4 Protection of People and Property**

Insofar as compliance with the requirements of this Contract permits, the Contractor shall:

1. provide all things and take all measures necessary to protect people and property;
2. avoid unnecessary interference with the passage of people and vehicles; and
3. prevent nuisance and unreasonable noise and disturbance.

If the Contractor damages property, the Contractor shall promptly make good the damage and pay any compensation which the law requires the Contractor to pay. If the Contractor fails to comply with this obligation the Principal may, in addition to any other remedy, perform the obligation on the Contractor’s behalf and the cost incurred by the Principal shall be a debt due from the Contractor to the Principal.

**8.5 Latent Conditions**

No extra payment will be made to the Contractor in the event that Latent Conditions cause the Contractor to incur addition cost.

**9. LATE PROVISION OF GOODS**

**9.1 Extension of Time**

If the Contractor is delayed in its performance due to any cause referred to in the following paragraph, it may make application, in writing, to the Principal within 14 days of it becoming aware of such delay, claiming an extension of time for Provision of Goods and setting out the facts and circumstances on which the claim is based. The Principal must grant an extension of time if, in the reasonable opinion of the Principal, grounds exist for such extension of time. The Principal shall give the Contractor written notice of the number of days extension granted and the revised Date for Delivery or Date for Installation.

The causes are:

1. Delays caused by the Principal or its agents or employees;
2. Weather conditions at the site of installation;
3. Latent Conditions at the site of installation;
4. Delays caused by other municipal, public or statutory authorities not caused by the Contractor; or
5. Force Majeure Event.

**10. ACCEPTANCE OR REJECTION OF GOODS**

**10.1 General**

The Goods are accepted when:

1. the Goods have been satisfactorily supplied, delivered or installed (as the case may be) in accordance with the requirements of this contract;
2. documented evidence of all testing necessary to demonstrate compliance with the requirements of this Contract has been provided to the Principal; and
3. the supply, delivery or installation is acknowledged in writing by the Principal.

Where installation forms part of the Contract, this clause applies prior to installation and after installation.

**10.2 Testing**

If testing is carried out for the purpose of verifying conformance with the Contract, the costs of and incidental to the testing shall be borne by the Contractor. The cost of testing is deemed to be included in the rates or lump sums and no separate payment will be made by the Principal for the testing.

In addition to any testing that the Contractor is required to undertake to verify conformance with the requirements of the Contract, the Principal may test the Goods to determine whether they conform with the Contract. The Principal’s tests will be at its own cost, except where the Goods fail such tests, the Contractor shall pay the cost of such tests as incurred by the Principal.

Where Goods have been sold by sample the Goods shall reasonably comply with such sample.

If the Principal becomes aware that the Goods are not in accordance with the Contract, the Principal will advise the Contractor as soon as practicable.

**10.3 Repair or Replacement of Goods**

If the Goods provided by the Contractor are not in accordance with the requirements of the Contract, the Contractor shall:

1. replace the non-conforming Goods with Goods that conform with the Contract; or
2. repair the non-conforming Goods so that they conform with the Contract.

The repair or replacement shall be carried out as soon as practicable and within any timeframe specified elsewhere in this Contract. The Principal may provide written direction to the Contractor of the times within which the Contractor must commence and complete the repair or replacement.

Where the Contractor elects to repair the Goods, the method of repair shall be subject to the approval of the Principal, who may require evidence that the repair will not be to the detriment of the performance of the Goods. Any such approval shall not relieve the Contractor from responsibility for compliance with the requirements of the Contract.

All costs incurred by the Contractor as a consequence of the Goods being non-conforming shall be borne by the Contractor.

**10.4 Repair or Replacement by Others**

If the Contractor fails to comply with the written direction in Clause 10.3 and the direction includes notification that Principal may elect to have the repair or replacement carried out by others, the Principal may have the repair or replacement carried out by others. The cost of having the repair or replacement so carried out shall be deducted from the amount owing to the Contractor.

**10.5 Acceptance of Non-conforming Goods**

If the Contractor fails to comply with the written direction in Clause 10.3 and the direction includes notification that Principal may elect to accept the Goods, notwithstanding that they are not in accordance with the Contract, the Principal may accept the Goods. In that event that non-conforming Goods are accepted by the Principal, the resulting decrease in the value to the Principal of the Goods and any other consequential loss suffered by the Principal shall be deducted from the amount owing to the Contractor.

**10.6 Generally**

Nothing in this Clause 10 shall prejudice any other right which the Principal may have against the Contractor arising out of the failure of the Contractor to provide Goods in accordance with the Contract.

**11. OWNERSHIP OF AND RISK TO GOODS**

Ownership and property in the Goods shall pass to the Principal upon payment for the Goods.

Risk in the Goods shall pass to the Principal as follows:

1. where delivery only is part of the Contract, when the Goods are delivered to the Delivery Point;
2. where installation forms part of the contract, when the Goods are satisfactorily installed.

**12. WARRANTY PERIOD**

Without limiting any other warranty implied by statute or generally at law:

1. if a defect (fair wear and tear excepted) appears in the Goods within the Warranty Period stated in the Annexure the Contractor shall promptly remedy such defect by either repairing or replacing the defective Goods without cost to the Principal; and
2. the Contractor shall, where the Specification so provides, obtain for the Principal the benefit of any manufacturer’s warranty or a deed of manufacturer’s warranty.

The Warranty Period shall commence from the date when the Goods are accepted.

**13. INTELLECTUAL PROPERTY RIGHTS**

The Contractor warrants that in providing the Goods, it is not infringing the Intellectual Property Rights of any person. The Contractor shall keep the Principal indemnified against all costs expenses and liabilities whatsoever arising out of or in connection with any claim that the provision of Goods by the Contractor infringes the Intellectual Property Rights of any person.

Where the Contractor intends to reproduce, copy or use material in its reports that is work in which copyright subsists and is owned by a third party the Contractor shall obtain the prior written permission of the owner of the copyright in such work to reproduce, copy or use the work.

**14. PAYMENT**

The Purchase Price shall be inclusive of all costs and expenses of the Contractor whether foreseen or unforeseen, including without limitation, insurance, duties, imposts and taxes and the GST (if any) which shall be paid by the Contractor.

The Contractor shall give to the Principal an invoice for the Purchase Price for all Goods accepted. The Principal shall pay an amount correctly invoiced in accordance with this Clause. For Goods supplied on the basis of a Schedule of Rates, the Principal will pay the sum ascertained by multiplying the actual quantity of Goods provided by the rate accepted by the Principal for those Goods, adjusted by any additions or deductions made pursuant to the Contract. No amount will be paid for Rise and Fall unless provided for in the Specification.

Any invoice for payment under this Contract shall be a Tax Invoice in accordance with "*A New Tax System (Goods and Services Tax) Act 1999*" and shall, unless inconsistent with the GST Law, specify:

(a) the Contractor’s Australian Business Number;

(b) the amount due to the Contractor and any calculations;

(c) the amount of any GST paid or payable by the Contractor with respect to the Purchase Price;

(d) the date of delivery of the Goods to which the invoice relates;

(e) a description (including quantity) of the Goods delivered; and

(f) the Contractor’s address for payment.

The Principal is not obliged to make any payment under this Contract unless the Contractor has provided a Tax Invoice in respect of that payment. No amount claimed in any invoice will be paid by the Principal unless the Principal’s Representative is satisfied that the invoice is correctly calculated with respect to the Goods accepted and has certified the invoice for payment.

If the amount claimed for payment is disputed, the amount that the Principal’s Representative considers to be due for payment will be certified, which will be paid by the Principal. The liability for payment of the balance of the invoiced amount shall, if necessary, be determined under Clause 21 "Resolution of Disputes".

Subject to certification under this Clause, the Principal shall pay to the Contractor the invoiced amount within 30 days of the receipt of the invoice.

Payment of an invoice is not:

(a) evidence or an admission that the Goods have been supplied in accordance with the Specification;

(b) evidence of the value of the Goods supplied provided;

(c) an admission that the Goods invoiced were satisfactorily supplied or performed or expenses properly incurred;

(d) an admission of liability; or

(e) acceptance or approval of the Contractor’s performance;

but must be taken only as payment on account.

**15. VARIATIONS**

This Contract may be varied in accordance with this Clause.

The Principal may propose varying this Contract by notice in writing to the Contractor setting out the proposed variation.

If the proposed variation would increase the scope of this Contract the Contractor may:

1. notify the Principal that the proposed variation will cause the scope of this Contract to increase;
2. provide to the Principal a written quotation indicating the additional cost of providing the Goods should the proposed variation be implemented;
3. indicate the amount of additional time (if any) which will be required to provide the Goods if varied; and
4. the Contractor shall not provide any additional Goods, until the Contractor has received a written notice from the Principal accepting the quotation and altering the time in which the Goods, as varied, are to be supplied.

If the proposed variation would decrease the scope of the Contract, the Principal shall give written notice to the Contractor indicating:

1. how the scope of this Contract is decreased;
2. how the price will be adjusted; and
3. how the Expiry Date will be adjusted.

The Goods, as varied under this Clause, shall be supplied in accordance with the terms and conditions of this Contract.

If the Contractor proposes to provide Goods which the Contractor considers to be a variation and the matter has not been brought to the attention of the Principal, the Contractor shall inform the Principal as soon as practicable. The Principal shall not be liable for payment for any additional Goods supplied by the Contractor if the Principal has not been notified of the Contractor’s intent for the additional Goods to be classified as a variation.

Any dispute arising in relation to the operation of this Clause shall be resolved in accordance with Clause 21 "Resolution of Disputes".

**16. REMEDIES**

If:

(a) the Contractor fails to provide Goods to the standard required under this Contract or at all:

(b) notice has been given to the Contractor to rectify the default and it has not been rectified within 5 days of the notice or such other time as permitted by the Principal; or

(c) the standard of the Goods or lack of performance by the Contractor is such that the Principal’s efficiency or the proper, safe and cost effective performance of the Principal’s functions is affected,

the Principal may engage another Contractor to provide the Goods, and in that event shall not be liable to pay to the Contractor charges associated with the provide of Goods to the Principal, and may exercise the Principal’s rights with respect to security under the Contract.

If the Principal has required a Bank Guarantee, the Principal may call on such guarantees if the Principal becomes entitled to exercise its right with respect to security under this Contract.

**17.** **RELATIONSHIP BETWEEN THE PARTIES**

The relationship between the Principal and the Contractor is that of Principal and Contractor. The Contractor is not for any purpose a servant or employee of the Principal.

No Party shall have any authority to bind the other Party in any manner whatsoever except with the express approval by notice in writing of the other Party.

**18. SUBCONTRACTING AND ASSIGNMENT**

Neither Party shall assign, subcontract or otherwise transfer any of its rights or obligations pursuant to this Contract whether in whole or in part without the prior written consent of the other Party.

If during the course of the Contract, the Contractor wishes to engage a subcontractor, the Contractor shall notify the Principal in writing. Engagement of the subcontractor shall be subject to the approval of the Principal, which shall not be unreasonably withheld. In the event of disapproval, within 7 days the Principal will inform the Contractor, in writing, why the subcontractor has been disapproved.

The Principal shall have the right during the Term to revoke its prior approval of a subcontractor if:

(a) the subcontractor’s performance is deficient;

(b) there have been material misrepresentations made to the Principal by or concerning the subcontractor.

The Contractor shall remain responsible for obligations performed by subcontractors to the same extent as if such obligations were performed by the Contractor. In addition, the Contractor shall not disclose any Confidential Information of the Principal to any subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in a manner substantially equivalent to that required of the Contractor by this Contract. In any event the Contractor shall provide to the subcontractor information that is limited to that which is required for the subcontractor to provide its services to the Contractor.

**19. TERMINATION**

**19.1 Termination Without Notice**

The Principal may terminate this Contract immediately and without prior written notice to the Contractor upon the occurrence of any of the following events:

(a) if the Contractor or the Contractor’s Employee has breached the requirements of confidentiality or security procedures under this Contract;

(b) if the Contractor or the Contractor’s Employee has used the Principal’s property for any reason other than accordance with directions of the Principal from time to time;

(d) the Contractor enters into any form of Insolvency Administration or makes an assignment for the benefit of or enters into an arrangement or composition with its creditors;

(e) execution is levied against the Contractor and is not discharged within 30 days;

(f) the Contractor has engaged in any conduct or practice that is, in the reasonable opinion of the Principal, detrimental or harmful to the good name, reputation or interests of the Principal;

**19.2 Termination With Notice**

In addition to any other rights of termination of the Principal, this Contract may be terminated by the Principal if in its opinion any of the following events occur:

(a) there have been breaches by the Contractor of any provision of this Contract whether or not written notice of the breach has been given to the Contractor;

(b) the Contractor has failed to effect specific remedial action within the time specified by the Principal in a written notice that monitoring of the Contractor’s performance has detected a deficiency in the provision of the Goods.

Prior to any termination pursuant to this Clause, the Principal shall give a notice of default to the Contractor specifying the event of default which has given rise to the right of termination. The notice shall require the Contractor to rectify that default to the reasonable satisfaction of the Principal in writing within 14 days of receipt of such notice or such other time agreed by the Principal. If the default has not been remedied within the period, the Contractor shall terminate its provision of Goods on the termination date.

If this Contract is terminated pursuant to this Clause, the Contractor shall only be entitled to payment in respect of Goods supplied under this Contract up to the termination date.

**19.3 Effect of Termination**

Any termination of this Contract, whether pursuant to this Clause or pursuant to another provision of this Contract or otherwise, shall not, unless expressly otherwise provided, affect any claim for damages or other right, remedy or liability to which either Party may have become entitled or subject, or which either party may claim under the provisions of this Contract or as a result of any breach act or omission by the other party. It will not affect the coming into force or the continuance in force of any provision of this Contract which is expressly or by implication intended to come into or continue in force on or after such termination, including (without limiting the generality of the foregoing) any disengagement provisions.

**20. INSURANCE**

The Contractor shall effect and maintain in force at its own expense during the Term of this Contract:

1. Public liability insurance on an occurrence based policy wording, in the name of the Contractor for not less than the amount specified in the Annexure;
2. If specified in the Annexure, product liability insurance for not less than the amount specified in the Annexure;
3. If specified in the Annexure, insure the goods for their replacement value against loss or damage until risk in the goods passes to the Principal

When requested by the Principal, the Contractor shall provide acceptable proof of the currency and coverage of each insurance required by this Contract. If the Contractor does not provide satisfactory evidence of compliance, the Principal may effect the relevant insurances and any costs and expenses incurred by the Principal in doing so will be a debt due and payable from the Contractor to the Principal. The Principal may withhold payment until evidence of compliance with the Contractor’s obligations under this clause is produced by the Contractor.

**21. RESOLUTION OF DISPUTES**

**21.1 Notice of Claim**

If the Contractor wishes to make a claim against the Principal for breach of contract, the Contractor shall notify the Principal’s Representative in writing of the intention to make a claim within 14 days of the day when the Contractor could have reasonably become aware of the breach.

Within 14 days of the notification to make a claim, the Contractor shall forward to the Principal’s Representative the full particulars on which the claim is based, in sufficient detail for a determination to be made.

It is a condition precedent for consideration of the claim that the Contractor satisfies all the time requirements of this Clause.

The Principal’s Representative shall make a determination, with supporting reasoning, as soon as practicable after receipt of the particulars of the claim. This determination shall not be disputed unless the Contractor gives a Notice of Dispute to the Principal’s Representative in accordance with Clause "Notice of Disputes" below within 21 days of receipt of the Principal’s Representative determination.

**21.2 Notice of Dispute**

In the event of a dispute arising, then the representative of either party shall forward a Notice of Dispute to the representative of the other party. The notice of dispute shall be delivered by hand or by certified mail and shall provide adequate details of the cause and consequences of the dispute.

Within 14 days of receipt of the Notice of Dispute, the parties shall confer the at least once to discuss the dispute or a mechanism to resolve the dispute. At the conference, each party shall be represented by a senior manager who has not been involved in the day to day management of this Contract and who has authority to agree to a settlement to the dispute. By mutual agreement, an independent facilitator may attend the conference.

If the dispute cannot be resolved by the parties, it shall be referred to an expert selected by mutual agreement for a determination. If the parties fail to agree on selection of the expert within 7 days of one Party giving notice in writing, then the expert shall be selected by the President for the time being of the Law Society of South Australia Inc.

The expert’s findings shall be final and binding on the Parties and his or her fees shall be paid by the Parties in equal shares.

Notwithstanding the existence of a dispute, each Party shall continue to perform its obligations under this Contract.

A Party may commence court proceedings relating to the dispute at any time where the Party seeks urgent interlocutory relief.

This Clause survives the expiration or termination of this Contract.

**22. CONSTRUCTION OF CONTRACT**

This Contract shall be governed by and construed in accordance with the laws for the time being in force in the State of South Australia and the Parties agree to submit to the jurisdiction of the courts of that State. Any proceeding brought in a Federal Court shall be instituted in the Adelaide Registry of that Federal Court and not to transferred to another registry of the Federal Court.

**23. NOTICES**

A notice shall be in writing and signed by or on behalf of the sender addressed to the recipient and be:

(a) delivered to the recipient's address;

(b) sent by pre-paid mail to the recipient's address;

(c) transmitted by facsimile to the recipient's address; or

(d) transmitted by e-mail to the recipient's e-mail address.

A notice given to a party in accordance with this Clause is treated as having been given and received:

(a) on the day of delivery if delivered before 5.00 p.m. on a Business Day, otherwise on the next Business Day;

(b) if sent by pre-paid mail, on the third Business Day after posting;

(c) if transmitted by facsimile and a correct and complete transmission report is received on the day of transmission, on that day if the report states that transmission was completed before 5.00 p.m. on a Business Day, otherwise on the next Business Day; or

(d) if transmitted by e-mail, then on the next Business Day.

If the recipient receives by facsimile transmission a notice that is illegible, the recipient shall notify the sender immediately and the sender shall continue to retransmit the notice until the recipient confirms that it has received a legible notice.

If the sender of an e-mail message receives a rejection message the sender shall either choose another method for sending the message or continue to transmit the message until such time as the sender is reasonably satisfied that the message has been successfully communicated.

**24. CONFIDENTIALITY**

Except for as provided for by the SA Government Contract Disclosure Policy and the *Freedom of Information Act 1991*, each Party shall treat as strictly confidential all information obtained from the other Party or any other information acquired by it for the purposes of this Contract. Information shall not be divulged to any person without the other Party’s prior written consent.

The Party shall if requested by the other Party require the Party's employees, subcontractors and agents to provide the other Party with written undertakings not to divulge any Confidential Information to any other person.

A Party shall immediately notify the other Party if it becomes aware of any disclosure or distribution of information in breach of this Clause by any person. The party shall give the other Party all reasonable assistance in connection with any proceedings which the Party may institute against that person in respect of the disclosure or distribution.

The obligations as to confidentiality pursuant to this Clause survive any expiry or termination of this Contract.

For the purposes of this Clause information is not confidential which is already public knowledge or becomes so at a future date (otherwise than as a result of breach of this Clause) or which is trivial or obvious.

The Contractor hereby indemnifies the Principal and the Government against any loss or damage of any kind which the Principal or the Government may sustain or incur as a result of any disclosure or distribution of any information in violation of this Contract by any employee or agent of the Contractor.

The Contractor shall not use the Principal’s or the Government’s name or that of a service provider without the Principal’s prior written consent, which may be given subject to conditions.

**25. WAIVER**

Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the party waiving its rights.

A waiver by either party in respect of a breach of a provision of this Contract by the other party is not a waiver in respect of any other breach of that or any other provision. The failure of either party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of that provision.

**26. SEVERABILITY**

If any clause or part thereof is held by a court to be invalid or unenforceable such clause or part thereof shall be deemed deleted from this Contract and this Contract shall otherwise remain in full force and effect.

**27. RESERVED**

**28. Occupational Health, Safety and Welfare**

The Principal is committed to the provision of a healthy and safe working environment. The Principal requires the Contractor to accept the same commitment to occupational health and safety and the Contractor shall comply, and ensure that its employees, agents and subcontractors comply, with the Occupational Health, Safety and Welfare Act, and any reasonable instruction issued by the Principal in relation to Occupational Health, Safety and Welfare (OHS&W).

If requested by the Principal, the Contractor shall:

1. provide evidence satisfactory to the Principal of its capacity to comply with the Occupational Health, Safety and Welfare Act;
2. provide evidence that its employees, agents and subcontractors have received appropriate training in and are aware of their legal obligation and responsibilities in relation to occupational health safety and welfare; and
3. provide the Contractor’s Workcover Registration Number.

The Contractor shall permit the Principal to carry out any inspections the Principal deems necessary to ensure that the Contractor is complying with the Occupational Health and Safety practices referred to in this Contract.

If all or part of the work under this Contract is to be provided on the premises of the Principal and under the direction of the Principal, the Contractor shall comply with the Principal’s OHS&W policies, procedures and instructions. If the Contractor becomes aware of any potentially hazardous situation on the premises of the Principal, the Contractor shall immediately bring it to the Principal’s attention for a direction regarding the matter.

If the Principal has additional requirements regarding the preparation an implementation of OHS&W systems and plans, these will be detailed in the Specification.

**29. DISCLOSURE OF CONTRACT**

The Contractor agrees to disclosure of this Contract in accordance with Department of Premier and Cabinet Circular 27 (PCO27)."Disclosure of Government Contracts", available from:

http://www.premcab.sa.gov.au/dpc/publications\_circulars.html. The Contractor’s attention is drawn to the *Freedom of Information Act 1991*. No exemption from the provisions of this Act applies to this Contract.

\_\_\_\_\_\_\_\_\_\_\_\_

**ANNEXURE**

|  |  |  |
| --- | --- | --- |
| The Principal: (Clause 2) |  | Minister for Transport  |
| The address of the Principal: (Clause 23) |  | Roma Mitchell House136 North TerraceADELAIDE SA 5000. |
| The Principal’s Representative: (Clause 6) |  | Senior Contract Manager; Rail Revitalisation |
| The address of the Principal’s Representative: (Clause 6) |  | 71 Richmond Road MILE END SA 5031 |
| Warranty Period: (Clause 12) |  | 12 months  |
| Commencement Date: (Clause 2) |  | Refer Principal’s Requirements |
| The amount of Public Liability Insurance shall be not less than: (Clause 20) |  | A$20 000 000 |
| Product Liability Insurance: (Clause 20) Required: If required, level of cover |  | Yes A$20 000 000 |
| Insurance of the Goods against loss or damage required? |  | No |
|  |  |  |

**APPLICATION FORM**

**SUPPLY AND DELIVERY OF RAIL TURNOUT PARTS**

Name of Registrant: .......................................................................................................................

Business Name: .............................................................................................................................

Address: .........................................................................................................................................

ACN: .............................................................. ABN: .................................................................

Contact Name: ................................................................................................................................

Contact Address: .............................................................................................................................

Telephone: ....................................... Fax: ......................................... Mobile: ................................

Email: .......................................

The undersigned hereby registers an interest in the above and declares that the information contained in this Submission is true and correct.

Name of an authorised representative of the Registrant: ..................................................................

Signature: .................................................................................. Date: ..............................................

Title: ....................................................................................................................................................

Signature of Witness: ....................................................................... Date .........................................

Name of Witness: ...............................................................................................................................

Title: ....................................................................................................................................................

Supporting Information is attached.

FOR OFFICE USE ONLY

|  |  |
| --- | --- |
| .............Tender(s) opened on ........./........./......by ......................................................    (................................................)in the presence of ....................................................................................... (.....................................................................) | Tender No. .........Examined:Checked:Date ......../....../...... |

**SCHEDULE CHECKLIST FOR APPLICATION SUBMISSION**

For each item please tick the box to indicate that the Schedule has been completed and included with your submission.

|  |  |  |
| --- | --- | --- |
| 1 | Schedule of Turnout Parts to be Supplied. | □ |
| 2 | Statement re Contract Conditions. | □ |
| 3 | Statement of Compliance to the Principal’s Requirements, including relevant Australian Standards. | □ |
| 4 | Certificate of Currency for Public and Products Liability Insurance. | □ |
| 5 | Company’s level of experience, expertise and track record. | □ |
| 6 | Contact details. | □ |
| 7 | Company’s capacity. | □ |
| 8 | Quality Certification. | □ |

| **SCHEDULE 1****SCHEDULE OF TURNOUT PARTS TO BE SUPPLIED** |
| --- |
| **ITEM****NO.** | **DESCRIPTION** | **CAN SUPPLY YES/NO** | **REMARKS** |
| 1 | Switch Assembly – Back Stretcher, 50kg |  |  |
| 2 | Switch Assembly – Back Stretcher, 53kg |  |  |
| 3 | Switch Assembly – Back Stretcher, 60kg |  |  |
| 4 | Switch Assembly – Front Stretcher, 50kg |  |  |
| 5 | Switch Assembly – Front Stretcher, 53kg |  |  |
| 6 | Switch Assembly – Front Stretcher, 60kg |  |  |
| 7 | Switch Assembly – Fastening (Huck, Ht Bolts, etc) , 50kg |  |  |
| 8 | Switch Assembly – Fastening (Huck, Ht Bolts, etc) , 53kg |  |  |
| 9 | Switch Assembly – Fastening (Huck, Ht Bolts, etc) , 60kg |  |  |
| 10 | Switch Assembly – Switch Lugs, 50kg |  |  |
| 11 | Switch Assembly – Switch Lugs, 53kg |  |  |
| 12 | Switch Assembly – Switch Lugs, 60kg |  |  |
| 13 | Switch Assembly – Distance Block, 50kg |  |  |
| 14 | Switch Assembly – Distance Block, 53kg |  |  |
| 15 | Switch Assembly – Distance Block, 60kg  |  |  |
| 16 | Switch Assembly – Heel Block, 50kg |  |  |
| 17 | Switch Assembly – Heel Block, 53kg |  |  |
| 18 | Switch Assembly – Heel Block, 60kg |  |  |
| 19 | Switch Assembly – Switch Stops, 50kg |  |  |
| 20 | Switch Assembly – Switch Stops, 53kg |  |  |
| 21 | Switch Assembly – Switch Stops, 60kg |  |  |
| 22 | Switch Assembly – Switch Chairs, 50kg |  |  |
| 23 | Switch Assembly – Switch Chairs, 53kg |  |  |
| 24 | Switch Assembly – Switch Chairs, 60kg |  |  |
| 25 | Switch Assembly – Stock Rail, 50kg |  |  |
| 26 | Switch Assembly – Stock Rail, 53kg |  |  |
| 27 | Switch Assembly – Stock Rail, 60kg |  |  |
| 28 | Switch Assembly – Switch Blade, 50kg |  |  |
| 29 | Switch Assembly – Switch Blade, 53kg |  |  |
| 30 | Switch Assembly – Switch Blade, 60kg |  |  |
| 31 | V.Crossing, Fabricated, Washer, 50kg  |  |  |
| 32 | V.Crossing, Fabricated, Washer, 53kg  |  |  |
| 33 | V.Crossing, Fabricated, Washer, 60kg  |  |  |
| 34 | V.Crossing, Fabricated, Taper Headlock, 50kg  |  |  |
| 35 | V.Crossing, Fabricated, Taper Headlock, 53kg  |  |  |
| 36 | V.Crossing, Fabricated, Taper Headlock, 60kg  |  |  |
| 37 | V.Crossing, Fabricated, Taper Washer 50kg  |  |  |
| 38 | V.Crossing, Fabricated, Taper Washer, 53kg |  |  |
| 39 | V.Crossing, Fabricated, Taper Washer, 60kg |  |  |
| 40 | V.Crossing, Fabricated, Bolts, (Various Size), 50kg |  |  |
| 41 | V.Crossing, Fabricated, Bolts, (Various Size), 53kg |  |  |
| 42 | V.Crossing, Fabricated, Bolts, (Various Size), 60kg |  |  |
| 43 | V.Crossing, Fabricated, Heel Block, 50kg |  |  |
| 44 | V.Crossing, Fabricated, Heel Block, 53kg |  |  |
| 45 | V.Crossing, Fabricated, Heel Block, 60kg |  |  |
| 46 | V.Crossing, Fabricated, Parallel Block, 50kg |  |  |
| 47 | V.Crossing, Fabricated, Parallel Block, 53kg |  |  |
| 48 | V.Crossing, Fabricated, Parallel Block, 60kg |  |  |
| 49 | V.Crossing, Fabricated, Taper Block, 50kg |  |  |
| 50 | V.Crossing, Fabricated, Taper Block, 53kg |  |  |
| 51 | V.Crossing, Fabricated, Taper Block, 60kg |  |  |
| 52 | V.Crossing, Fabricated, Knee Block, 50kg |  |  |
| 53 | V.Crossing, Fabricated, Knee Block, 53kg |  |  |
| 54 | V.Crossing, Fabricated, Knee Block, 60kg |  |  |
| 55 | V.Crossing, Fabricated, RH Wing Rail, 50kg |  |  |
| 56 | V.Crossing, Fabricated, RH Wing Rail, 53kg  |  |  |
| 57 | V.Crossing, Fabricated, RH Wing Rail, 60kg  |  |  |
| 58 | V.Crossing, Fabricated, LH Wing Rail, 50kg |  |  |
| 59 | V.Crossing, Fabricated, LH Wing Rail, 53kg |  |  |
| 60 | V.Crossing, Fabricated, LH Wing Rail, 60kg |  |  |
| 61 | V.Crossing, Fabricated, Spice Rail, 50kg  |  |  |
| 62 | V.Crossing, Fabricated, Spice Rail, 53kg  |  |  |
| 63 | V.Crossing, Fabricated, Spice Rail, 60kg  |  |  |
| 64 | V.Crossing, Fabricated, Point Rail, 50kg |  |  |
| 65 | V.Crossing, Fabricated, Point Rail, 53kg  |  |  |
| 66 | V.Crossing, Fabricated, Point Rail, 60kg  |  |  |
| 67 | V.Crossing, (RBM), Flat Washer, 50kg  |  |  |
| 68 | V.Crossing, (RBM), Flat Washer, 53kg  |  |  |
| 69 | V.Crossing, (RBM), Flat Washer, 60kg  |  |  |
| 70 | V.Crossing, (RBM), Taper Washer, 50kg |  |  |
| 71 | V.Crossing, (RBM), Taper Washer, 53kg |  |  |
| 72 | V.Crossing, (RBM), Taper Washer, 60kg |  |  |
| 73 | V.Crossing, (RBM), Huck Bolts, 50kg |  |  |
| 74 | V.Crossing, (RBM), Huck Bolts, 53kg |  |  |
| 75 | V.Crossing, (RBM), Huck Bolts, 60kg |  |  |
| 76 | V.Crossing, (RBM), Splice Rail Block, 50kg |  |  |
| 77 | V.Crossing, (RBM), Splice Rail Block, 53kg |  |  |
| 78 | V.Crossing, (RBM), Splice Rail Block, 60kg |  |  |
| 79 | V.Crossing, (RBM), Wing Rail Block, 50kg |  |  |
| 80 | V.Crossing, (RBM), Wing Rail Block, 53kg |  |  |
| 81 | V.Crossing, (RBM), Wing Rail Block, 60kg |  |  |
| 82 | V.Crossing, (RBM), Knee Block, 50kg |  |  |
| 83 | V.Crossing, (RBM), Knee Block, 53kg |  |  |
| 84 | V.Crossing, (RBM), Knee Block, 60kg |  |  |
| 85 | V.Crossing, (RBM), RH Splice Rail, 50kg |  |  |
| 86 | V.Crossing, (RBM), RH Splice Rail, 53kg |  |  |
| 87 | V.Crossing, (RBM), RH Splice Rail, 60kg |  |  |
| 88 | V.Crossing, (RBM), LH Splice Rail, 50kg |  |  |
| 89 | V.Crossing, (RBM), LH Splice Rail, 53kg |  |  |
| 90 | V.Crossing, (RBM), LH Splice Rail, 60kg |  |  |
| 91 | V.Crossing, (RBM), RH Wing Rail, 50kg |  |  |
| 92 | V.Crossing, (RBM), RH Wing Rail, 53kg  |  |  |
| 93 | V.Crossing, (RBM), RH Wing Rail, 60kg  |  |  |
| 94 | V.Crossing, (RBM), L Wing Rail, 50kg |  |  |
| 95 | V.Crossing, (RBM, LH Wing Rail, 53kg  |  |  |
| 96 | V.Crossing, (RBM), LH Wing Rail, 60kg  |  |  |
| 97 | V.Crossing, (RBM), Manganese Insert, 50kg  |  |  |
| 98 | V.Crossing, (RBM), Manganese Insert, 53kg  |  |  |
| 99 | V.Crossing, (RBM), Manganese Insert, 60kg  |  |  |
| 100 | Guardrail Block, 50kg  |  |  |
| 101 | Guardrail Block, 53kg |  |  |
| 102 | Guardrail Block, 60kg |  |  |
| 103 | Guardrail, 50kg  |  |  |
| 104 | Guardrail, 53kg |  |  |
| 105 | Guardrail, 60kg |  |  |
| 106 | Guardrail Bolts & Washers, 50kg |  |  |
| 107 | Guardrail Bolts & Washers, 53kg |  |  |
| 108 | Guardrail Bolts & Washers, 60kg |  |  |
| 109 | Plates & Fastenings, Sleeper Plates (Pandrol With E Clip – Typical), 50kg |  |  |
| 110 | Plates & Fastenings, Sleeper Plates (Pandrol With E Clip – Typical), 53kg |  |  |
| 111 | Plates & Fastenings, Sleeper Plates (Pandrol With E Clip – Typical), 60kg |  |  |
| 112 | Plates & Fastenings, Screwspikes, 50kg |  |  |
| 113 | Plates & Fastenings, Screwspikes, 53kg |  |  |
| 114 | Plates & Fastenings, Screwspikes, 60kg |  |  |
| 115 | Closure Rails, 50kg |  |  |
| 116 | Closure Rails, 53kg |  |  |
| 117 | Closure Rails, 60kg |  |  |
| 118 | K Crossing, (RBM), Point Rail, Opp Hand, 50kg  |  |  |
| 119 | K Crossing, (RBM), Point Rail, Opp Hand, 53kg  |  |  |
| 120 | K Crossing, (RBM), Point Rail, Opp Hand, 60kg  |  |  |
| 121 | K. Crossing, (RBM), Taper Washers, 50kg |  |  |
| 122 | K..Crossing, (RBM, Taper Washers, 53kg  |  |  |
| 123 | K. Crossing, (RBM), Taper Washers, 60kg  |  |  |
| 124 | K. Crossing, (RBM), Flat Washers, 50kg  |  |  |
| 125 | K. Crossing, (RBM), Flat Washers, 53kg  |  |  |
| 126 | K. Crossing, (RBM), Flat Washers, 60kg  |  |  |
| 127 | K. Crossing, (RBM), Bolts, 50kg  |  |  |
| 128 | K. Crossing, (RBM), Bolts, 53kg  |  |  |
| 129 | K. Crossing, (RBM), Bolts, 60kg  |  |  |
| 130 | K. Crossing, (RBM), Guardrail - Block, Parallel, 50kg  |  |  |
| 131 | K. Crossing, (RBM), Guardrail - Block, Parallel, 53kg  |  |  |
| 132 | K. Crossing, (RBM), Guardrail - Block, Parallel, 60kg  |  |  |
| 133 | K. Crossing, (RBM), Guardrail - Long Tapered, 50kg  |  |  |
| 134 | K. Crossing, (RBM), Guardrail - Long Tapered, 53kg |  |  |
| 135 | K. Crossing, (RBM), Guardrail - Long Tapered, 60kg |  |  |
| 136 | K. Crossing, (RBM), Guardrail - Short Tapered, 50kg  |  |  |
| 137 | K. Crossing, (RBM), Guardrail - Short Tapered, 53kg |  |  |
| 138 | K. Crossing, (RBM), Guardrail - Short Tapered, 60kg |  |  |
| 139 | K. Crossing, (RBM), Manganese Insert, 50kg |  |  |
| 140 | K. Crossing, (RBM), Manganese Insert, 53kg |  |  |
| 141 | K. Crossing, (RBM), Manganese Insert, 60kg |  |  |
| 142 | K. Crossing, (RBM), Guardrail – Opp Hand, 50kg  |  |  |
| 143 | K. Crossing, (RBM), Guardrail – Opp Hand, 53kg  |  |  |
| 144 | K. Crossing, (RBM), Guardrail – Opp Hand, 60kg  |  |  |
| 145 | K. Crossing, (RBM), Guardrail – As Drawn, 50kg |  |  |
| 146 | K. Crossing, (RBM), Guardrail – As Drawn, 53kg |  |  |
| 147 | K. Crossing, (RBM), Guardrail – As Drawn, 60kg |  |  |
| 148 | K. Crossing, (RBM), Guardrail – Long, 50kg |  |  |
| 149 | K. Crossing, (RBM), Guardrail – Long, 53kg |  |  |
| 150 | K. Crossing, (RBM), Guardrail – Long, 60kg |  |  |
| 151 | K. Crossing, (RBM), Wing Rail, 50kg |  |  |
| 152 | K..Crossing, (RBM), Wing Rail, 53kg  |  |  |
| 153 | K. Crossing, (RBM), Wing Rail, 60kg  |  |  |
| 154 | K. Crossing, (RBM), Point Rail – Opp Hand, 50kg |  |  |
| 155 | K. Crossing, (RBM), Point Rail – Opp Hand, 53kg |  |  |
| 156 | K. Crossing, (RBM), Point Rail – Opp Hand, 60kg |  |  |
| 157 | K. Crossing, (RBM), Point Rail – As Drawn, 50kg |  |  |
| 158 | K. Crossing, (RBM), Point Rail – As Drawn, 53kg |  |  |
| 159 | K. Crossing, (RBM), Point Rail – As Drawn, 60kg |  |  |
| 160 | K. Crossing, (Fabricated), Hardened Washers, 50kg |  |  |
| 161 | K. Crossing, (Fabricated), Hardened Washers, 53kg |  |  |
| 162 | K. Crossing, (Fabricated), Hardened Washers, 60kg |  |  |
| 163 | K. Crossing, (Fabricated), Taper Headlocks, 50kg |  |  |
| 164 | K. Crossing, (Fabricated), Taper Headlocks, 53kg |  |  |
| 165 | K. Crossing, (Fabricated), Taper Headlocks, 60kg |  |  |
| 166 | K. Crossing, (Fabricated), Taper Washers, 50kg |  |  |
| 167 | K. Crossing, (Fabricated), Taper Washers, 53kg |  |  |
| 168 | K. Crossing, (Fabricated), Taper Washers, 60kg |  |  |
| 169 | K. Crossing, (Fabricated), Bolts, 50kg |  |  |
| 170 | K. Crossing, (Fabricated), Bolts, 53kg |  |  |
| 171 | K. Crossing, (Fabricated), Bolts, 60kg |  |  |
| 172 | K. Crossing, (Fabricated), Taper Blocks – Various Sizes, 50kg |  |  |
| 173 | K. Crossing, (Fabricated), Taper Blocks – Various Sizes, 53kg |  |  |
| 174 | K. Crossing, (Fabricated), Taper Blocks – Various Sizes, 60kg |  |  |
| 175 | K. Crossing, (Fabricated), Parallel Blocks, 50kg |  |  |
| 176 | K. Crossing, (Fabricated), Parallel Blocks, 53kg |  |  |
| 177 | K. Crossing, (Fabricated), Parallel Blocks, 60kg |  |  |
| 178 | K. Crossing, (Fabricated), Knee Block, 50kg |  |  |
| 179 | K. Crossing, (Fabricated), Knee Block, 53kg |  |  |
| 180 | K. Crossing, (Fabricated), Knee Block, 60kg  |  |  |
| 181 | K. Crossing, (Fabricated), Guardrail, 50kg  |  |  |
| 182 | K. Crossing, (Fabricated), Guardrail, 53kg  |  |  |
| 183 | K. Crossing, (Fabricated), Guardrail, 60kg  |  |  |
| 184 | K. Crossing, (Fabricated), Wing Rail, 50kg  |  |  |
| 185 | K. Crossing, (Fabricated), Wing Rail, 53kg  |  |  |
| 186 | K. Crossing, (Fabricated), Wing Rail, 60kg  |  |  |
| 187 | K. Crossing, (Fabricated), Point Rail - LH, 50kg  |  |  |
| 188 | K. Crossing, (Fabricated), Point Rail - LH, 53kg  |  |  |
| 189 | K. Crossing, (Fabricated), Point Rail - LH, 60kg  |  |  |
| 190 | K. Crossing, (Fabricated), Point Rail - RH, 50kg |  |  |
| 191 | K. Crossing, (Fabricated), Point Rail - RH, 53kg |  |  |
| 192 | K. Crossing, (Fabricated), Point Rail - RH, 60kg  |  |  |

**SCHEDULE 2**

**STATEMENT RE CONTRACT CONDITIONS**

*Applicant to select either of the following:*

I confirm that I have read the Panel Agreement and will comply with all aspects of the DPTI Panel Agreement for Supply of Goods included with this Invitation.

OR

I confirm that I have read the DPTI Panel Agreement for Supply of Goods and will not comply with the following clauses:

|  |  |
| --- | --- |
| Clause | Reason for Non Compliance |
|  |  |
|  |  |
|  |  |
|  |  |

**SCHEDULE 3**

**STATEMENT OF COMPLIANCE**

I confirm that I have read the Principal’s Requirements and will comply with the requirements detailed in the Principal’s Requirements.