

**TRANSNET FREIGHT RAIL**

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

**REQUEST FOR PROPOSAL [RFP]**  
**[GOODS]**

**FOR THE SUPPLY OF TRAIN RADIOS AND HANDSET FOR A PERIOD OF FOUR MONTHS**

<b>RFP NUMBER</b>	<b>HOAC-HO-10777</b>
<b>ISSUE DATE:</b>	<b>27 May 2013</b>
<b>CLOSING DATE:</b>	<b>18 June 2013</b>
<b>CLOSING TIME:</b>	<b>10:00 am</b>
<b>BID VALIDITY PERIOD:</b>	<b>90 days from Closing Date</b>

## SCHEDULE OF BID DOCUMENTS

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**ANNEXED TECHNICAL SPECIFICATIONS**

- i. SPC00877 Version 4 - Trunked and Open Channel UHF Mobile Train Radio.
- ii. Annexure-A to SPC 00877 Version 4
- iii. BBD 5421 Version 2\_Radio Handset.
- iv. BBC 5416 Version 3\_Radio Handset Extension Cable.
- v. GFB Radio Box Dimensions

**RFP APPENDICES:**

- APPENDIX (i) GENERAL BID CONDITIONS
- APPENDIX (ii) TERMS AND CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS TO TRANSNET
- APPENDIX (iii) SPECIFICATIONS AND DRAWINGS

**LIST OF ACRONYMS**

B-BBEE	Broad-Based Black Economic Empowerment
CD	Compact/computer disc
DAC	Divisional Acquisition Council
EME	Exempted Micro Enterprise
GBC	General Bid Conditions
ID	Identity Document
JV	Joint Venture
LOI	Letter of Intent
NDA	Non-Disclosure Agreement
OD	Transnet Operating Division
PPPFA	Preferential Procurement Policy Framework Act
PTN	Post-Tender Negotiations
QSE	Qualifying Small Enterprise
RFP	Request for Proposal
SME	Small Medium Enterprise
SOC	State Owned Company
TAC	Transnet Acquisition Council
TCO	Total Cost of Ownership
VAT	Value-Added Tax
ZAR	South African Rand

**RFP FOR THE SUPPLY OF TRAIN RADIOS AND HANDSETS FOR A PERIOD OF FOUR MONTHS****Section 1: NOTICE TO BIDDERS****1 PROPOSAL REQUEST**

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent** or **Bidder**] for the supply of Train Radios and Handsets [**the Goods**] to Transnet.

On or after **28 May 2013**, the RFP documents may be inspected at, and are obtainable from the office of the Secretariat, Inyanda House No1 Ground Floor, 21 Wellington Road, Parktown on an amount of R 500 [inclusive of VAT] per set. Payment is to be made as follows:

Account Name	Transnet Freight Rail
Bank:	Standard Bank
Account Number:	20 315 8598
Branch:	Braamfontein
Branch code:	004805
Account Name:	Transnet Limited Head Office
Reference:	GSM HOAC-HO-10777

**NOTES –**

- a) This amount is not refundable.
- b) A receipt for such payment made must be presented when collecting the RFP documents and submitted thereafter with your Proposal.

RFP documents will only be available for collection from **28 May 2013 until 14 June 2013 (15H00)**. Therefore payment must be effected prior to the deadline for collection.

*N.B: Pursuant to note (b) above, should a third party [such as a courier] be instructed to collect RFP documents on behalf of a Respondent, please ensure that this person [the third party] has a "proof of payment" receipt for presentation to Transnet when collecting the RFP documents.*

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

**2 FORMAL BRIEFING**

A formal briefing session will not be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated in paragraph 6 [*Communication*] below:

**3 PROPOSAL SUBMISSION**

Proposals **in duplicate [1 original and 1 copy] plus a CD copy** must reach the Secretariat, Transnet Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

RFP No:	HOAC-HO- 10777
Description	SUPPLY OF TRAIN RADIOS AND HANDSETS FOR FOUR MONTHS

Closing date and time: 18 June 2013 10H00 am  
Closing address *[Refer to options in paragraph 4 below]*

All envelopes must reflect the return address of the Respondent on the reverse side.

#### 4 DELIVERY INSTRUCTIONS FOR RFP

##### 4.1 Delivery by hand

If delivered by hand, the envelope is to be deposited in the Transnet tender box which is located at Inyanda House No 1, Ground Floor, 21 Wellington Road, Parktown, and should be addressed as follows:

**THE SECRETARIAT  
TRANSNET ACQUISITION  
COUNCIL  
GROUND FLOOR  
TENDER BOX  
INYANDA HOUSE 1  
21 WELLINGTON ROAD  
PARKTOWN**

- a) The measurements of the "tender slot" are 400mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 above.
- b) It should also be noted that the above tender box is located at the street level outside the main entrance in Commissioner Street and is accessible to the public 24 hours a day, 7 days a week.

##### 4.2 Dispatch by courier

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

**THE SECRETARIAT  
TRANSNET ACQUISITION COUNCIL  
GROUND FLOOR  
TENDER BOX  
INYANDA HOUSE NO1  
21 WELLINGTON ROAD  
PARKTOWN**

- 4.3 Please note that this RFP closes punctually at **10:00 on Tuesday 18 June 2013**.
- 4.4 If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.
- 4.5 No email or facsimile responses will be considered, unless otherwise stated herein.
- 4.6 The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.

- 4.7 Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
- 4.8 Envelopes must not contain documents relating to any RFP other than that shown on the envelope.
- 4.9 No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [*Alterations made by the Respondent to Bid Prices*] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.
- 4.10 Proposal to this must be submitted in clearly demarcated files (referenced accordingly) in terms of the following:

- **RETURNABLE CHECKLIST**
- **B-BBEE SCORECARD**
- **TECHNICAL PROPOSAL**
- **FINANCIAL PROPOSAL**

## **5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS**

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

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

The Department of Trade and Industry [DTI] is currently in the process of reviewing the B-BBEE Codes of Good Practice [Code Series 000]. Transnet reserves the right to amend this RFP in line with such reviews and/or amendments once they have come into effect. Transnet furthermore reserves the right to adjust the thresholds and evaluation processes to be aligned with such changes which may be issued by the DTI after the issue date of this RFP.

### **5.1 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 of **70%**
- Proposals will be evaluated on price which will be allocated 90 points and preference which will be allocated 20 or 10 points, dependent on the value of the Goods.
- The **90/10** preference point system applies where the acquisition of the Goods will be less than R1 000 000.00.



- If the 90/10 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.

The **90/10** preference point system is applicable to this RFP.

When Transnet invites prospective suppliers to submit Proposals for its various expenditure programmes, it requires Respondents [*Large Enterprises and QSE's - see below*] to have their B-BBEE status verified in compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011. Valid B-BBEE Verification Certificates must be issued by:

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

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

Enterprises will be rated by Verification Agencies or Registered Auditors based on the following:

- Large Enterprises** [i.e. annual turnover greater than R35 million]:
  - Rating level based on all seven elements of the B-BBEE scorecard
- 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
- 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<sup>1</sup> 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, accounting officer or a Verification Agency accredited by SANAS. The certificate must confirm the company's turnover, Black ownership / Black female ownership and B-BBEE status level.

<sup>1</sup> **Black** means South African Blacks , Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003



*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].*

In this tender, Transnet will accordingly allocate a maximum of **10 [ten] points** in accordance with the **90/10** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating. [Refer **Section 14** 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.

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

R \_\_\_\_\_

*All Respondents must complete and return the B-BBEE Preference Points Claim Form attached hereto as **Section 14**.*

## 5.2 **B-BBEE Joint Ventures, Consortiums and/or Subcontractors**

In addition to the above, Respondents who would wish to enter into a Joint Venture [JV] or consortium with, or subcontract portions of the contract to, B-BBEE entities, must state in their RFPs the percentage of the total contract value that would be allocated to such B-BBEE entities, should they be successful in being awarded any business. A valid B-BBEE Verification Certificate in respect of such B-BBEE JV or consortium partners and/or subcontractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFP Bid to enable Transnet to evaluate in accordance with the processes outlined in the B-BBEE Preference Points Claim Form appended hereto as Section 14.

### a) **JVs or Consortiums**

If contemplating a JV or consortium, Respondents should also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

#### (i) Incorporated JVs/Consortiums

As part of an incorporated JV/consortium's Bid response, the incorporated JV/consortium must submit a valid B-BBEE Verification Certificate in its registered name.

#### (ii) Unincorporated JVs/Consortiums

As part of an unincorporated JV/consortium's tendered response, the unincorporated JV/consortium must submit a consolidated B-BBEE certificate as if it was a group structure and such scorecard must have been prepared for this RFP in particular.

### b) **Subcontracting**

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

### 5.3 B-BBEE Registration

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

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

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

## 6 COMMUNICATION

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

6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted before **12:00 on 06 June 2013**, substantially in the form set out in Section 12 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFP documents. For this purpose all Respondents are required to indicate by email their intention to respond to this RFP by informing Transnet of their contact details as soon as possible but on or before **12:00 on 14 June 2013** to Julias.moeti@transnet.net.

6.2 After the closing date of the RFP, a Respondent may only communicate with the Secretariat of the Transnet Acquisition Council, at telephone number 011 544 9486, email TAC.SECRETARIAT@transnet.net or facsimile number 011 774 9760 on any matter relating to its RFP Proposal.

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

## 7 INSTRUCTIONS FOR COMPLETING THE RFP

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

7.4 All returnable documents tabled in the Proposal Form [Section 4] must be returned with your Proposal.

## 8 COMPLIANCE

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

## 9 ADDITIONAL NOTES

- 9.1 Changes by the Respondent to its submission will not be considered after the closing date.
- 9.2 The person or persons signing the Proposal must be legally authorised by the Respondent to do so [Refer Section 6 – Signing Power, Resolution of the Board of Directors]. A list of those person(s) authorised to negotiate on behalf of the Respondent [if not the authorised signatories] must also be submitted along with the Proposal together with their contact details.
- 9.3 Bidders who fail to submit a duly completed and signed RFP Declaration Form [Section 10] will not be considered.
- 9.4 Transnet will not do business with companies involved in B-BBEE fronting practices.
- 9.5 Transnet may wish to visit the Respondent's place of manufacture and/or workshop and/or office premises during this RFP process.
- 9.6 Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFP document.
- 9.7 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

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

## 10 DISCLAIMERS

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

- 10.1 modify the RFP's Goods and request Respondents to re-bid on any such changes;
- 10.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 10.4 not necessarily accept the lowest priced Proposal;
- 10.5 reject all Proposals, if it so decides;
- 10.6 withdraw the RFP on good cause shown;

- 10.7 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.8 award a contract for only a portion of the proposed Goods which are reflected in the scope of this RFP;
- 10.9 split the award of the contract between more than one Supplier; or
- 10.10 make no award of a contract.

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

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

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

## 11 LEGAL REVIEW

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

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

**RFP FOR THE SUPPLY OF TRAIN RADIOS AND HANDSETS FOR A PERIOD OF FOUR MONTHS****Section 2: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS****1 BACKGROUND**

A radio is a device installed in the Locomotive cab unit used by the train driver to communicate with the train Controlling Officer (TCO) as the train moves along the railway line.

TFR has thus embarked on a project to replace all the "old" train radios with the new hybrid type radio.

Radio communication forms an integral part of train movement and authorisation. The train driver receives an instruction or authority to move from one point to the other through the radios network via a radios. The train driver cannot initiate a movement unless the message received is clear and can be repeated to the TCO by the train driver concerned via a radio.

It is thus imperative that each locomotive has a functional and reliable radios installed as it is commonly accepted that a locomotive without a functional radios is deemed un-road/ un-rail worthy.

**2 EXECUTIVE OVERVIEW**

Most Transnet Operating Divisions currently procure their Train Radios and Handsets requirements through a number of Suppliers. Our objective is to source all activity through a Preferred Supplier(s) capable of servicing all Transnet Operating Divisions in locations around the country.

Whereas Transnet is seeking a partner(s) to provide solutions for its Train Radios and Handsets nationally, it also seeks to improve its current processes for providing these Goods to its end user community throughout its locations.

The selected Supplier(s) will share in the mission and business objectives of Transnet. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Transnet and its Supplier(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Transnet to reach higher levels of quality, service and profitability. Specifically, Transnet seeks to benefit from this partnership in the following ways:

- 2.1 Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Supplier's economies of scale and streamlined service processes.
- 2.2 Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Supplier(s).
- 2.3 Transnet must receive proactive improvements from the Supplier with respect to supply of Goods and related processes.
- 2.4 Transnet's overall competitive advantage must be strengthened by the chosen Supplier's leading edge technology and service delivery systems.
- 2.5 Transnet end users must be able to rely on the chosen Supplier's personnel for service enquiries, recommendations and substitutions.

- 2.6 Transnet must reduce costs by streamlining its acquisition of Goods, including managed service processes on a Group basis.

### 3 SCOPE OF REQUIREMENTS

## PLEASE REFER TO SECTION-3 FOR THE SCHEDULE OF REQUIREMENTS AND THE ANNEXED TECHNICAL SPECIFICATIONS

*Respondents must complete and submit **Annexure A – Technical Submission which may include a technical questionnaire**. A Respondent's compliance with the minimum Technical threshold of 70% will be measured by their responses to this Submission.*

### 4 GREEN ECONOMY / CARBON FOOTPRINT

Whereas Transnet cannot prescribe a Respondent's commitment to environmental issues, Transnet would wish to have an understanding of your company's position in this regard, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

### 5 GENERAL SUPPLIER OBLIGATIONS

- 5.1 The Supplier(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 5.2 The Supplier(s) must comply with the requirements stated in this RFP.

### 6 "AS AND WHEN REQUIRED" CONTRACTS

- 6.1 Purchase orders will be placed on the Supplier(s) from time to time as and when Goods are required.
- 6.2 Transnet reserves the right to place purchase orders until the last day of the contract for deliveries to be effected, within the delivery period / lead time specified, beyond the expiry date of the contract under the same terms and conditions as agreed upon.
- 6.3 Delivery requirements may be stipulated in purchase orders and scheduled deliveries may be called for. However, delivery periods and maximum monthly rates of delivery offered by the Respondents will be used as guidelines in establishing lead times and monthly delivery requirements with the Supplier.
- 6.4 Where scheduled deliveries are required, the delivery period(s) specified must be strictly complied with, unless otherwise requested by Transnet. Material supplied earlier than specified may not be paid for or may be returned by Transnet, with the Supplier being held liable for all expenses so incurred, e.g. handling and transport charges.
- 6.5 If the delivery period offered by the Respondents is subject to a maximum monthly production capacity, full particulars must be indicated in Section 3 [*Pricing and Delivery Schedule*]
- 6.6 The Respondent must state hereunder its annual holiday closedown period [if applicable] and whether this period has been included in the delivery lead time offered:



- 6.7 Respondents are required to indicate below the action that the Respondent proposes to take to ensure continuity of supply during non-working days or holidays and periods occupied in stocktaking or in effecting repairs to plant or in overhaul of plant which would ordinarily occur within the stated delivery lead time/s:

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## 7 RESPONDENT'S SAMPLES

- 7.1 Only in cases when the Respondent submits a sample(s) of the Goods/products/material tendered for by it, the sample(s) must be forwarded on or before the deadline date to the addressee hereunder:

The sample(s) must be clearly marked with the reference number of this RFP and the names and addresses of both the Respondent and the manufacturer.

- 7.2 Failure to submit the sample(s) in due time may result in a Proposal being rejected. Proposals must under no circumstances be included in the package containing a sample(s).

- 7.3 The Respondents must state the following:

- a) Has/have a sample(s) been submitted?

---

- b) How and to whom forwarded?

---

- c) Date of dispatch

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## 8 PRE-PRODUCTION SAMPLES/PROTOTYPES

- 8.1 Only in cases when a pre-production sample(s) or prototype(s) is/are called for, the Respondent should state here the date required to deliver the necessary pre-production samples(s) or prototype(s) calculated as from the date of notification of acceptance of its Proposal by Transnet:

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- 8.2 NB: Purchase Orders will be placed on the Supplier(s) only after the date of approval of the pre-production sample(s).

- 8.3 State the number of days/weeks/months after which delivery would commence subject to Transnet's approval of the pre-production sample(s) or prototype(s), calculated as from the date of such approval:

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## 9 MANUFACTURERS

The Respondents must state hereunder the actual manufacturer(s) of the Goods tendered for:

- 9.1 Local Manufacturer(s):



RFP ITEM NO.	NAME	BUSINESS ADDRESS

## 9.2 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

**10 INSPECTION DETAILS**

The Respondents must state the actual name(s) and address/addresses of the suppliers of the Goods for inspection purposes only:

## 10.1 Local Manufacturer(s)

RFP ITEM NO.	NAME	BUSINESS ADDRESS

## 10.2 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

**11 IMPORTED CONTENT**

The Respondents must state hereunder the value and percentage of the imported content as well as the country of origin in respect of each item tendered for:

RFP ITEM NO / DESCRIPTION.	VALUE	% COST	COUNTRY OF ORIGIN

Note: Where more than one country is applicable to one item, the Respondents must furnish this information separately.

**12 EXCHANGE AND REMITTANCE**

The attention of the Respondents is directed to clause 16 *[Exchange and Remittance]* of the General Bid Conditions appended hereto. If Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's principal or supplier, which is not a registered South African Company please complete

the details below, using the rate of exchange published by the South African Reserve Bank 7 [seven] calendar days before the closing date of this RFP:

12.1 ZAR 1.00 [South African currency] being equal to \_\_\_\_\_ [foreign currency]

12.2 \_\_\_\_\_ % in relation to tendered price(s) to be remitted overseas by Transnet

12.3 \_\_\_\_\_ [Name of country to which payment is to be made]

12.4 Beneficiary details:

Name [Account holder] \_\_\_\_\_

Bank [Name and branch code] \_\_\_\_\_

Swift code \_\_\_\_\_

Country \_\_\_\_\_

12.5 \_\_\_\_\_ [Applicable base date of Exchange Rate used]

Respondents are advised that should a contract be awarded for deliveries on an "as and when required" basis, any future remittance(s) to overseas principals/suppliers, as instructed above, will be based on the currency rate of exchange related to the contractual price of the Goods at that time.

Respondents should note that Transnet would prefer to receive fixed price offers expressed in South African Rand [ZAR].

### 13 EXPORT CREDIT AGENCY SUPPORTED FINANCE

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

Under such circumstances the successful Respondent will agree to undertake:

- a) to provide [and/or cause its parent company to provide, as applicable] to Transnet and the banks or financial institutions that may participate in the ECA Facility all such assistance as the importer of Goods and services eligible for ECA credit is generally required to provide, for the purpose of obtaining ECA support;
- b) not to do or [as the Supplier of the relevant eligible Goods or services] omit to do anything which may adversely affect Transnet's prospects of qualifying for or, once obtained, maintaining ECA credit support by an Export Credit Agency in respect of an ECA Facility.

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

### 14 NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the National Railway Safety Regulator Act, 16 of 2002, the successful Respondent [**the Supplier**] shall ensure that the Goods to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set out in Annexure (iii) [*Specifications and Drawings*] of this RFP, and shall also adhere to railway safety requirements and/or regulations [as applicable]. Permission for the engagement of a subcontractor by the Supplier, as applicable, both initially and during the course of a contract, shall be subject to a review of the capability of the proposed

subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organisation.

**Accepted:**

<b>YES</b>	
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<b>NO</b>	
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## 15 SERVICE LEVELS

15.1 An experienced national account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.

15.2 Transnet will have quarterly reviews with the Supplier's account representative on an on-going basis.

15.3 Transnet reserves the right to request that any member of the Supplier's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.

15.4 The Supplier guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:

- a) Random checks on compliance with quality/quantity/specifications
- b) On-time delivery

If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 1.5% [one and a half per cent] rebate on quarterly sales payable in the next quarter

15.5 The Supplier must provide a telephone number for customer service calls.

15.6 Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] days' notice to the Supplier of its intention to do so.

**Acceptance of Service Levels:**

<b>YES</b>	
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<b>NO</b>	
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## 16 TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES

16.1 Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with Transnet in its continuous improvement initiatives to reduce the total cost of ownership [TCO], which will reduce the overall cost of transportation services and related logistics provided by Transnet's operating divisions within South Africa to the ultimate benefit of all end-users.

**Accepted:**

<b>YES</b>	
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<b>NO</b>	
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If "yes", please specify details in paragraph 16.2 below.

16.2 Respondents must briefly describe their commitment to TCO and continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced.

Specific areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent's Proposal if there is insufficient space available below.

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## **17 RISK**

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

### **17.1 Quality and specification of Goods delivered:**

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### **17.2 Continuity of supply:**

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### **17.3 Compliance with the Occupational Health and Safety Act, 85 of 1993:**

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**17.4 Compliance with the National Railway Safety Regulator Act, 16 of 2002:**

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**18 REFERENCES**

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

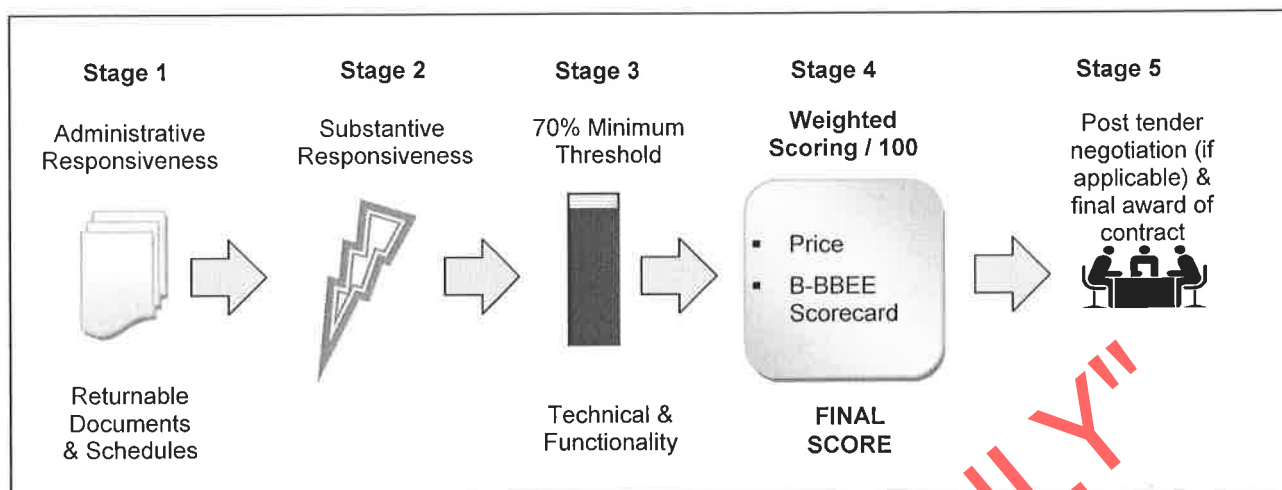
NAME OF COMPANY	CONTACT PERSON	TELEPHONE

**19 FINANCIAL STABILITY**

***Respondents are required to submit their audited financial statements for the past 3 years with their Proposal in order to enable Transnet to establish financial stability.***

## 20 PRE-QUALIFICATION AND EVALUATION METHODOLOGY AND CRITERIA

Transnet will utilise the following methodology and criteria in selecting a preferred Supplier, if so required:



### 20.1 STAGE ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
• Whether the Bid has been lodged on time	<i>Section 1 paragraph 3</i>
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Section 4</i>
• Verify the validity of all returnable documents	<i>Section 4, page 24 and 25</i>

***The test for administrative responsiveness [Stage One] must be passed for a Respondent's Proposal to progress to Stage Two for further pre-qualification***

### 20.2 STAGE TWO: Test for Substantive Responsiveness to RFP

The test for substantive responsiveness to this RFP will include the following:

Pre-Qualification Criteria	RFP Reference
• Whether any pre-qualification criteria set by Transnet, have been met	<i>Section 1 paragraphs 2.2, 6, 10.3</i> <i>Section 4 – validity period</i> <i>Section 8, General Bid Conditions clause 19</i> <i>Sections 10, 11</i>
• Whether the Bid contains a priced offer	<i>Section 3</i>

Pre-Qualification Criteria	RFP Reference
<ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope and/or specification given</li> </ul>	<i>All Sections</i>
<ul style="list-style-type: none"> <li>Entity's financial stability as prequalification criterion</li> </ul>	<i>Section 2 paragraph 19</i>

***The test for substantive responsiveness [Stage Two] must be passed for a Respondent's Proposal to progress to Stage Three for further pre-qualification***

**20.3 STAGE THREE: Test Minimum Threshold of 70% for Technical Criteria and Functional Requirements**

The test for the Technical and Functional threshold will include the following:

Pre-Qualification Criteria	% Weightings
<ul style="list-style-type: none"> <li>Compliance to Specification</li> </ul>	60
<ul style="list-style-type: none"> <li>Technical Capacity</li> </ul>	10
<ul style="list-style-type: none"> <li>Delivery lead times</li> </ul>	10
<ul style="list-style-type: none"> <li>References</li> </ul>	20
<b>Total Weighting:</b>	<b>100%</b>
<b>Minimum qualifying score required:</b>	<b>70</b>

***The minimum threshold for Stage Three pre-qualification criteria must be met or exceeded for a Respondent's Proposal to progress to Stage Four for final evaluation***

**20.4 STAGE FOUR: Evaluation and Final Weighted Scoring**

a) **Price Criteria** [Weighted score 90%]:

Evaluation Criteria	RFP Reference
<ul style="list-style-type: none"> <li>Price</li> </ul>	<i>Section 3</i>

b) **Broad-Based Black Economic Empowerment criteria**

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form [Section 14]

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



<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

#### 20.5 SUMMARY: Pre-Qualification Threshold and Final Evaluated Weightings

<b>Pre-Qualification Criteria</b>	<b>Minimum Threshold [%]</b>
Technical / functionality	70

<b>Evaluation Criteria</b>	<b>Final Weighted Scores</b>
Price	90
B-BBEE - Scorecard	10
<b>TOTAL SCORE:</b>	<b>100</b>

*Note: Transnet reserves the right to conduct post-tender negotiations with the preferred Respondent(s)*

Annexure A: Schedule of Requirements (Train Radios and Handsets)

Items Required	Unit Price	Quantity	Total (Excl. VAT)	Comments
<b>1. Train Radio</b>				
1.1. Radio		894		Packaging: 30 radios per box.
1.2. Data Fly Leads		894		Packaging: 60 fly leads per box.
<b>2. Radio Handset</b>				
2.1. Radio Handset		894		Packaging: 30 handsets per box.
2.2. Handset Extension Cable (8.7m)		110		Packaging: 1 box only.
2.3. Micro phone clip		894		Packaging: Box 1 @ 110; Difference @ 3 x boxes.
<b>TOTAL</b>	<b>R</b>		<b>R</b>	

Notes:

- Delivery shall be done over 4 months (equal distribution); delivery shall be made in Johannesburg and earlier delivery can be accepted.
- The radio and handset must be tested and approved by the National Test Centre; the radio shall also be programmed with the latest TFR software.
- The radio shall have the side mounting profile; dimensions 160mm x 180mm x50mm (W x L x H).
- Handsets shall be terminated with a military spec connector.
- A microphone clip shall be a 2 hole (3mm x 15mm) stainless steel with screws and locknuts.
- Radio ports and antenna connectors must be robust and shall have.
  - RS 232 port (15 pin, HD-DB 15 or similar);
  - CCDI port (DB 15 or similar);
  - Power and speaker connectors (4 pin Molex type or better);
  - Data port fly lead;
- The radio kit shall come standard for all radios with the exception of 110 radios with the following additional / specific requirements.
  - One meter power cable with connector;
  - Mounting bracket with screws;
  - Speaker connector with 1m cable;

Respondent's Signature

Date & Company Stamp

**Pricing Specifics:**

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non responsive.
- c) Quantities given are estimates only. Any orders resulting from this RFP will be on an "as and when required" basis
- d) Prices are to be quoted on a delivered basis to Sites
- e) 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.
- f) Prices quoted must be held valid for a period of 90 days from closing date of this RFP
- g) Where a Respondent's price(s) includes imported content, the rate of exchange to be used must be the currency's rate published by the South African Reserve Bank 7 [seven] calendar days prior to the closing date of this RFP:  
Currency rate of exchange utilised: \_\_\_\_\_
- h) Manufacturing and delivery lead time calculated from date of receipt of purchase order: \_\_\_\_\_ weeks

Respondents are to indicate whether prices quoted would be subject to adjustment after a period of 12 months, and if so which proposed adjustment formula would be utilised

**RFP FOR THE SUPPLY OF TRAIN RADIOS AND HANDSETS FOR A PERIOD OF FOUR MONTHS****Section 4: PROPOSAL FORM**

I/We \_\_\_\_\_

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

of *[full address]*

\_\_\_\_\_

carrying on business trading/operating as \_\_\_\_\_

represented by \_\_\_\_\_

in my capacity as \_\_\_\_\_

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

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

- (i) Terms and Conditions of Contract - Goods;
- (ii) General Bid Conditions – Goods; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

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

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

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

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

**ADDRESS FOR NOTICES**

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the

jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

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

Name of Entity: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

#### NOTIFICATION OF AWARD OF RFP

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

#### VALIDITY PERIOD

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

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

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

- (i) Registration number of company / C.C. \_\_\_\_\_
- (ii) Registered name of company / C.C. \_\_\_\_\_
- (iii) Full name(s) of director/member(s)      Address/Addresses      ID Number(s)

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

#### CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to complete and return a signed copy of the Non-Disclosure Agreement appended hereto as **Section 17**. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Goods, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

#### DISCLOSURE OF PRICES TENDERED

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

YES		NO	
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### PRICE REVIEW

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

### RETURABLE DOCUMENTS

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent.

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

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

***Failure to provide all mandatory Returnable Documents at the closing date and time of this tender will result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these Documents are returned with their Proposals.***

Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes/No]
SECTION 2 : Background, Overview and Scope of Requirements	
- Audited Financial Statements for previous 3 years [Large Enterprises and QSEs]	
SECTION 3 : Pricing and Delivery Schedule	
SECTION 5 : Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub-contractors must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE A: Technical Submission questionnaire and clause by clause compliance	

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

***Failure to provide all essential Returnable Documents may result in a Respondent's disqualification at Transnet's sole discretion. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.***

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:

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
SECTION 1 : Notice to Bidders	
SECTION 4 : Proposal Form	
SECTION 5 : Vendor Application Form	
- Original cancelled cheque or bank verification of banking details	
- Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified copy of Certificate of Incorporation [CM29/CM9 name change]	
- Certified copy of share certificates [CK1/CK2 if CC]	
- Entity's letterhead	
- Certified copy of valid VAT Registration Certificate	
- Valid B-BBEE Verification Certificate [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 [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	
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
- Certified copy of valid VAT Registration Certificate	
SECTION 6 : Signing Power - Resolution of Board of Directors	
SECTION 7 : Certificate of Acquaintance with RFP Documents	
SECTION 8 : Certificate of Acquaintance with General Bid Conditions – Goods	
SECTION 9 : Certificate of Acquaintance with Terms and Conditions of Contract	
SECTION 10 : RFP Declaration Form	
SECTION 11 : Breach of Law Form	
SECTION 13 : Supplier Code of Conduct	
SECTION 14 : B-BBEE Preference Points Claim Form	
SECTION 15 : Certificate of attendance of compulsory / non-compulsory Site Meeting / RFP Briefing	
SECTION 16 : Certificate of Acquaintance with Specifications and Drawings	
SECTION 17 : Non-Disclosure Agreement	

#### CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract **[the Agreement]** and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other



rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

**RFP FOR THE SUPPLY OF TRAIN RADIOS AND HANDSETS FOR A PERIOD OF FOUR MONTHS****Section 5: VENDOR APPLICATION FORM**

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

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

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

## Vendor Application Form

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

Physical address

Code

Contact person

Designation

Telephone

Email

Annual turnover range [last financial year]

&lt; R5 m

R5 - 35 m

&gt; R35 m

Does your entity provide

Products

Services

Both

Area of delivery

National

Provincial

Local

Is your entity a public or private entity

Public

Private

Does your entity have a Tax Directive or IRP30 Certificate

Yes

No

Main product or services [e.g. Stationery/Consulting]

*Complete B-BBEE Ownership Details:*

% Black ownership

% Black women ownership

% Disabled Black ownership

Does your entity have a B-BBEE certificate

Yes

No

What is your B-BBEE status [Level 1 to 9 / Unknown]

How many personnel does the entity employ

Permanent

Part time

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

Transnet contact person

Contact number

Transnet Operating Division

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

Name		Designation	
Signature		Date	

**RFP FOR THE SUPPLY OF TRAIN RADIOS AND HANDSETS FOR A PERIOD OF FOUR MONTHS****Section 6: SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS**

NAME OF ENTITY: \_\_\_\_\_

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

FULL NAME(S)

CAPACITY

SIGNATURE

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

in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to this Proposal and any subsequent Agreement for the supply of Goods.

FULL NAME \_\_\_\_\_

SIGNATURE CHAIRMAN

FULL NAME \_\_\_\_\_

SIGNATURE SECRETARY

**RFP FOR THE SUPPLY OF TRAIN RADIOS AND HANDSETS FOR A PERIOD OF FOUR MONTHS****Section 7: CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS**

NAME OF ENTITY:

1. I/we

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

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

3. I/we understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect.

4. For the purposes of this Certificate and the accompanying Bid, I/we understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

- a) has been requested to submit a Bid in response to this Bid invitation;
- b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
- c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder

5. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.

6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
- b) geographical area where Goods or Services will be rendered [market allocation]
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Bid;
- e) the submission of a Bid which does not meet the specifications and conditions of the RFP;  
or
- f) bidding with the intention not winning the Bid.

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which this RFP relates.
8. The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority **[NPA]** for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

**RFP FOR THE SUPPLY OF TRAINS RADIOS AND HANDSETS FOR A PERIOD OF FOUR MONTHS****Section 8: CERTIFICATE OF ACQUAINTANCE WITH THE GENERAL BID CONDITIONS -  
GOODS*****[appended hereto as Appendix (i)]***

NAME OF ENTITY:

---

I/We

\_\_\_\_\_ do  
hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the General  
Bid Conditions - Goods as received on \_\_\_\_\_ *[insert date]* from Transnet SOC Ltd for the  
carrying out of the proposed supply for which I/we submitted my/our Proposal.

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

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the  
entire General Bid Conditions as confirmation in terms of the Returnable Schedule.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

---

SIGNATURE OF WITNESS

---

SIGNATURE OF RESPONDENT



**RFP FOR THE SUPPLY OF TRAIN RADIOS AND TELEMETERS FOR FOUR MONTHS****Section 9: CERTIFICATE OF ACQUAINTANCE WITH THE TERMS AND CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS TO TRANSNET*****[appended hereto as Appendix (ii)]***

NAME OF ENTITY:

---

I/We

\_\_\_\_\_ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Terms and Conditions of Contract as received on \_\_\_\_\_ *[insert date]* from Transnet SOC Ltd for the carrying out of the proposed supply for which I/we submitted my/our Proposal.

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

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the entire Terms and Conditions of Contract as confirmation in terms of the Returnable Schedule.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

---

SIGNATURE OF WITNESS

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SIGNATURE OF RESPONDENT

**Respondents should also note the obligations as set out in  
clause 19 [Terms and Conditions of Contract]  
of the General Bid Conditions [Appendix (i)] which reads as follows:**

- 19.1 *The Supplier shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.*
- 19.2 *Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.*

"PREVIEW COPY ONLY"

**RFP FOR THE SUPPLY OF TRAIN RADIOS AND HANDSETS FOR FOUR MONTHS****Section 10: RFP DECLARATION FORM**

NAME OF ENTITY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/  
PARTNER/SHAREHOLDER:ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Indicate nature of relationship with Transnet: \_\_\_\_\_  
\_\_\_\_\_

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

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

**IMPORTANT NOTICE TO RESPONDENTS**

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

**RFP FOR THE SUPPLY OF TRAIN RADIOS AND HAND SET FOR A PERIOD OF FOUR MONTHS****Section 11: BREACH OF LAW FORM**

NAME OF ENTITY: \_\_\_\_\_

I/We \_\_\_\_\_

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

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

NATURE OF BREACH:

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

DATE OF BREACH: \_\_\_\_\_

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF WITNESS\_\_\_\_\_  
SIGNATURE OF RESPONDENT

**RFP FOR THE SUPPLY OF TRAIN RADIOS AND HANDSETS FOR A PERIOD OF FOUR MONTHS****Section 12: RFP CLARIFICATION REQUEST FORM**

RFP No: HOAC-HO-10777

RFP deadline for questions / RFP Clarifications: Before 12:00 on 13 June 2013

TO: Transnet SOC Ltd  
ATTENTION: The Secretariat, Transnet Acquisition Council [**TAC**]  
EMAIL: Prudence.Nkabinde@transnet.net  
DATE: \_\_\_\_\_  
FROM: \_\_\_\_\_  
\_\_\_\_\_

RFP Clarification No *[to be inserted by Transnet]* **REQUEST FOR RFP CLARIFICATION**

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\_\_\_\_\_  
Respondent's Signature\_\_\_\_\_  
Date & Company Stamp



**RFP FOR THE SUPPLY OF TRAIN RADIOS AND HANDSETS FOR A PERIOD OF FOUR MONTHS****Section 13: SUPPLIER CODE OF CONDUCT**

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

- The Transnet Supply Chain Policy
- Section 217 of the Constitution - the five pillars of Public PSCM [Procurement and Supply Chain Management]: fairness, equity, transparency, competitiveness and cost effectiveness;
- The Public Finance Management Act [PFMA];
- The Broad-Based Black Economic Empowerment Act [B-BBEE]; and
- The Prevention and Combating of Corrupt Activities Act.

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

**Prohibition of bribes, kickbacks, unlawful payments, and other corrupt practices**

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

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

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

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

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

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

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

#### **Conflicts of interest**

A conflict of interest arises when personal interests or activities influence [or appear to influence] the ability to act in the best interests of Transnet. Examples include, but are not limited to:

- Transnet employees awarding business to entities in which their family members or business associates have an interest
- Transnet employees having a financial interest in a bidding entity

Bidding entities are required to disclose any interest/s which exist between themselves and any employee and/or Transnet Board member.

**RFP FOR THE SUPPLY OF TRAIN RADIOS AND HANDSETS FOR A PERIOD OF FOUR MONTHS****Section 14: B-BBEE PREFERENCE POINTS CLAIM FORM**

This preference form contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

**1. INTRODUCTION**

- 1.1 A total of 10 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

**2. GENERAL DEFINITIONS**

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less;

- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

- 4.1 In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

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

- 4.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.4 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.7 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.8 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

## 5. B-BBEE STATUS AND SUBCONTRACTING

### 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

B-BBEE Status Level of Contributor \_\_\_\_\_ = \_\_\_\_\_ [maximum of 10 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the Close Corporation Act.

### 5.2 Subcontracting:

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

If YES, indicate:

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

### 5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm
  - ☐ Partnership/Joint Venture/Consortium
  - ☐ One person business/sole propriety
  - ☐ Close Corporations
  - ☐ Company (Pty) Ltd
 [TICK APPLICABLE BOX]

- (v) Describe Principal Business Activities

.....

.....

.....

.....

## (vi) Company Classification

☐ Manufacturer☐ Supplier☐ Professional Service Provider☐ Other Service Providers, e.g Transporter, etc

[TICK APPLICABLE BOX]

(vii) Total number of years the company/firm has been in business.....

"PREVIEW COPY ONLY"



**BID DECLARATION**

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
  - (e) forward the matter for criminal prosecution.

**WITNESSES:**

1. ....

2. ....

SIGNATURE OF BIDDER

DATE:

COMPANY NAME: .....

ADDRESS:.....

.....

.....

**RFP FOR THE SUPPLY OF TRAIN RADIOS AND HANDSETS FOR A PERIOD OF FOUR MONTHS****Section 15: CERTIFICATE OF ATTENDANCE OF SITE MEETING / RFP BRIEFING**

It is hereby certified that –

1. \_\_\_\_\_

2. \_\_\_\_\_

Representative(s) of \_\_\_\_\_ *[name of entity]*

attended the site meeting / RFP briefing in respect of the proposed Goods to be supplied in terms of this  
RFP on \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
TRANSNET'S REPRESENTATIVE

\_\_\_\_\_  
RESPONDENT'S REPRESENTATIVE

DATE \_\_\_\_\_

DATE \_\_\_\_\_

EMAIL \_\_\_\_\_

**RFP FOR THE SUPPLY OF TRAIN RADIOS AND HANDSETS FOR A PERIOD OF FOUR MONTHS****Section 16: CERTIFICATE OF ACQUAINTANCE WITH SPECIFICATIONS AND DRAWINGS**

*[appended hereto as Appendix (iii)]*

I/We \_\_\_\_\_

do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Specifications and Drawings for the carrying out of the proposed supply for which I/we submitted my/our Proposal.

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

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the Specifications and Drawings as confirmation in terms of the Returnable Schedule.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

**RFP FOR THE SUPPLY OF TRAIN RADIOS AND HANDSETS FOR A PERIOD OF FOUR MONTHS****Section 17: NON DISCLOSURE AGREEMENT**

Entered into by and between

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

and

\_\_\_\_\_  
Registration Number \_\_\_\_\_

**RFP Number HOAC-HO-10777**

"PREVIEW COPY ONLY"

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

**THIS AGREEMENT is made between****Transnet SOC Ltd [Transnet]** [Registration No. 1990/000900/30]whose registered office is at 49<sup>th</sup> Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,**and**

\_\_\_\_\_ **[the Company]** [Registration No. \_\_\_\_\_] whose  
registered office is at \_\_\_\_\_

**WHEREAS**

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Bid Document.

**IT IS HEREBY AGREED****1. INTERPRETATION**

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
- 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
- 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

- 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

## 2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

**3. RECORDS AND RETURN OF INFORMATION**

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 3.3.1 return all written Confidential Information [including all copies]; and
- 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

**4. ANNOUNCEMENTS**

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

**5. DURATION**

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Bid and continue thereafter for a period of 5 [five] years.

**6. PRINCIPAL**

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Bid and in complying with the terms of this Agreement.

**7. ADEQUACY OF DAMAGES**

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

**8. PRIVACY AND DATA PROTECTION**

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

## **9. GENERAL**

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

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"PREVIEW COPY ONLY"





**Appendix (i)**

**GENERAL BID CONDITIONS - GOODS**

**[February 2013]**

"PREVIEW COPY ONLY"

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## 1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid** or **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.2 **Goods** shall mean the goods required by Transnet as specified in its Bid Document;
- 1.3 **Respondent(s)** shall mean a respondent/bidder to a Transnet Bid;
- 1.4 **RFP** shall mean Request for Proposal;
- 1.5 **RFQ** shall mean Request for Quotation;
- 1.6 **RFX** shall mean RFP and/or RFQ, as the case may be;
- 1.7 **Supplier** shall mean the successful Respondent;
- 1.8 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.9 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.10 **VAT** shall mean Value-Added Tax chargeable in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.
- 1.11 **Day** shall mean any day other than a Saturday, Sunday or public holiday

## 2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

## 3 SUBMITTING OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 Bids shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Documents with the Bid number and subject marked on the front of the envelope.
- 3.3 The Respondent's return address must be stated on the reverse side of the sealed envelope.

## 4 USE OF BID FORMS

- 4.1 Where special forms and/or formats are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and/or formats and not in other forms and/or formats or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms and/or formats must be completed for submission and not a reprocessed copy or other format thereof.
- 4.3 Only if insufficient space has been allocated to a particular response may a Respondent submit additional information under separate cover using the Company's letterhead. This must be duly cross-referenced in the RFX.

## **5 BID FEES**

- 5.1 A non-refundable fee may be charged for Bid Documents, depending on the administrative cost of preparing and issuing the Bid Document.
- 5.2 Where necessary, only Respondents that have paid the Bid fee and provided proof of payment when submitting their proposal will be considered.

## **6 VALIDITY PERIOD**

- 6.1 The Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.
- 6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change/s is as a direct and unavoidable consequence of Transnet's extension of the validity period.

## **7 SITE VISITS / BRIEFING SESSIONS**

Respondents may be requested to attend a site visit or briefing session where it is necessary to view the site in order to prepare their Bids, or where Transnet deems it necessary to provide Respondents with further information to allow them to complete their Bids properly. Where such visits or sessions are indicated as compulsory in the RFX Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

## **8 CLARIFICATION BEFORE THE CLOSING DATE**

Should clarification be required on any aspect of the Bid before the closing date, the Respondent must direct such queries to the contact person listed in the RFX Document in the stipulated manner.

## **9 COMMUNICATION AFTER THE CLOSING DATE**

After the closing date of a Bid (i.e. during the evaluation period) the Respondent may only communicate with the Chairperson or the Secretary of the relevant Acquisition Council.

## **10 UNAUTHORISED COMMUNICATION ABOUT BIDS**

After Bids are submitted, Respondents may at any time communicate with the Secretary on any matter relating to its Bid but, in the absence of written authority from the Secretary, no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential suppliers or any member of the Acquisition Council or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

## **11 RETURNABLE DOCUMENTS**

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

## **12 DEFAULTS BY RESPONDENTS**

- 12.1 If the Respondent, after it has been notified of the acceptance of its Bid fails to:

- a) enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- b) accept an order in terms of the Bid;
- c) when called upon to do so, furnish satisfactory security for the fulfilment of the contract; or
- d) comply with any condition imposed by Transnet.

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by it in calling for new offers or in accepting a higher offer.

12.2 If any Respondent, who has submitted a Bid and/or concluded a contract with Transnet [hereinafter referred to as **the Supplier**], or in the capacity of agent or subcontractor who has been associated with such Bid or contract:

- a) has withdrawn such Bid after the advertised date and hour for the receipt of Bids; or
- b) has, after having been notified of the acceptance of its Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Bid Documents; or
- c) has carried out any contract resulting from such Bid in an unsatisfactory manner or has breached any condition of such contract; or
- d) has offered, promised or given a bribe in relation to the obtaining or the execution of such contract; or
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any government department or towards any public body, company or person; or
- f) has made any misleading or incorrect statement either:
  - (i) in the affidavit or certificate referred to in clause 18 [Notice to Unsuccessful Respondents]; or
  - (ii) in any other document submitted as part of its bid submission and is unable to prove to the satisfaction of Transnet that:
    - it made the statement in good faith, honestly believing it to be correct; and
    - before making such statement, it took all reasonable steps to satisfy itself of its correctness.
- g) caused Transnet damage, or to incur costs in order to meet the Supplier's requirements which could not be recovered from the Supplier;
- h) has litigated against Transnet in bad faith;
- i) has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 [five] years;
- j) has been included as a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Bid Defaulters;

then a Bid from any such Respondent shall be disqualified and the person, enterprise or company [including any directors] shall, subject to clause 12.3 below, be disqualified from bidding for any Transnet business through its "blacklisting" process.

- 12.3 Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the person with delegated authority within Transnet SOC Ltd Group, whose decision shall be final.
- 12.4 Any disqualification [**Blacklisting**] imposed upon any person or enterprise or company, may also apply to any other enterprise under the same or different names of disqualified persons or enterprise or company [or associates thereof] and may also be applied to any agent or employee of the person or enterprise or company concerned.

### **13 CURRENCY**

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [**ZAR**], save to the extent specifically permitted in the RFP.

### **14 PRICES SUBJECT TO CONFIRMATION**

- 14.1 Prices which are quoted subject to confirmation will not be considered.
- 14.2 Firm prices quoted for the duration of any resulting order and/or contract will receive precedence over prices which are subject to fluctuation if this is in Transnet's best interests.

### **15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES**

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

### **16 EXCHANGE AND REMITTANCE**

- 16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Supplier, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 16.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the *Exchange and Remittance* section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.
- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.
- 16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [**VAT Act**].



## **17 ACCEPTANCE OF BID**

- 17.1 Transnet does not bind itself to accept the lowest priced or any Bid.
- 17.2 Transnet reserves the right to accept any Bid in whole or in part.
- 17.3 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 17.4 Where the Respondent has been informed by Transnet of the acceptance of its Bid, the acknowledgement of receipt transmitted shall be regarded as proof of delivery to the Respondent.

## **18 NOTICE TO UNSUCCESSFUL RESPONDENTS**

Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents must be informed of the name of the successful Respondent and of the reason as to why their Bids had been unsuccessful.

## **19 TERMS AND CONDITIONS OF CONTRACT**

- 19.1 The Supplier shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on a company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments /alternative(s) are acceptable or otherwise, as the case may be.

## **20 CONTRACT DOCUMENTS**

- 20.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- 20.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of acceptance / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 20.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Intent, shall constitute a binding contract until the final contract is signed.

## **21 LAW GOVERNING CONTRACT**

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall,

therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

## **22 IDENTIFICATION**

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

## **23 RESPONDENT'S SAMPLES**

- 23.1 If samples are required from Respondents, such samples shall be suitably marked with the Respondent's name and address, the Bid number and the Bid item number and must be despatched in time to reach the addressee as stipulated in the Bid Documents on or before the closing date of the Bid. Failure to submit samples by the due date may result in the rejection of a Bid.
- 23.2 Transnet reserves the right to retain samples furnished by Respondents in compliance with Bid conditions.
- 23.3 Payment will not be made for a successful Respondent's samples that may be retained by Transnet for the purpose of checking the quality and workmanship of Goods delivered in execution of a contract.
- 23.4 If Transnet does not wish to retain unsuccessful Respondents' samples and the Respondents require their return, such samples may be collected by the Respondents at their own risk and cost.

## **24 SECURITIES**

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [**Deed of Suretyship**] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 For the purpose of clause 24.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Supplier to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier in relation to the conditions of this clause 24 will be for the account of the Supplier.



## **25 PRICE AND DELIVERY BASIS FOR GOODS**

- 25.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [ICC Incoterms 2010] price basis in accordance with the terms and at the delivery point or points specified in Transnet's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.
- 25.2 Respondents must furnish their Bid prices in the Price Schedule of the Bid Documents on the following basis:
- a) Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.
  - b) Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [ICC Incoterms 2010] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

## **26 EXPORT LICENCE**

The award of a Bid for Goods to be imported may be subject to the issue of an export licence in the country of origin or supply. If required, the Supplier's manufacturer or forwarding agent shall be required to apply for such licence.

## **27 QUALITY OF MATERIAL**

Unless otherwise stipulated, the Goods offered shall be NEW i.e. in unused condition, neither second-hand nor reconditioned.

## **28 DELETION OF ITEMS EXCLUDED FROM BID**

The Respondent must delete items for which it has not tendered or for which the price has been included elsewhere in its Bid.

## **29 VALUE-ADDED TAX**

In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held or already in transit to South Africa, the prices quoted by the Respondent are to be exclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.

## **30 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT**

### **30.1 Method of Payment**

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.

- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 30.1a) above. Failure to comply with clause 30.1a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Supplier**] shall, where applicable, be required to furnish a guarantee covering any advance payments.

### 30.2 **Conditional Discount**

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated as from the date of receipt by Transnet of the Supplier's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects as referred to in the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documentation.

## 31 **CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS**

### 31.1 **Contract Quantities**

- a) It must be clearly understood that although Transnet does not bind itself to purchase a definitive quantity under any contract which may be entered into pursuant to this Bid, the successful Respondent nevertheless undertakes to supply against the contract such quantities as may be ordered against the contract, which orders are posted or delivered by hand or transmitted electronically on or before the expiry date of such contract.
- b) It is furthermore a condition that Transnet will not accept liability for any material/stocks specially ordered or carried by the Respondent with a view to meeting the requirements under any such contract.
- c) The estimated planned quantities likely to be ordered by Transnet per annum are furnished in relevant section of the Bid Documents. For avoidance of doubt the estimated quantities are estimates and Transnet reserves the right to order only those quantities sufficient for its operational requirements.

### 31.2 **Delivery Period**

#### a) **Period Contracts and Fixed Quantity Requirements**

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

#### b) **Progress Reports**

The Supplier may be required to submit periodical progress reports with regard to the delivery of the Goods.

#### c) **Emergency Demands as and when required**

If, due to unforeseen circumstances, supplies of the Goods covered by the Bid are required at short notice for immediate delivery, the Supplier will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The *Total or Partial Failure to*

*Perform the Scope of Supply* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

## **32 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS**

### **32.1 Copyright**

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Supplier for the purpose of contract work shall be governed by the *Intellectual Property Rights* section in the Terms and Conditions of Contract.

### **32.2 Drawings and specifications**

In addition to what may be stated in any Bid Document, the Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for Goods strictly in accordance with the drawings and/or specifications supplied by Transnet, notwithstanding that it may be aware that alterations or amendments to such drawings or specifications are contemplated by Transnet.

### **32.3 Respondent's drawings**

Drawings required to be submitted by the Respondent must be furnished before the closing time and date of the Bid. The non-receipt of such drawings by the appointed time may disqualify the Bid.

### **32.4 Foreign specifications**

The Respondent quoting for Goods in accordance with foreign specifications, other than British and American standards, is to submit translated copies of such specifications with the Bid. In the event of any departures or variations between the foreign specification(s) quoted in the Bid Documents, full details regarding such departures or variations must be furnished by the Respondent in a covering letter attached to the Bid. Non-compliance with this condition may result in disqualification.

## **33 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS**

33.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Bid Documents.

33.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.

33.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.

33.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.

- a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules

regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.

- b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
- c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
- d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi*.

33.5 If payment is to be made in South Africa, the foreign Supplier [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:

- a) funds are to be transferred to the credit of the foreign Supplier's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
- b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

33.6 The attention of the Respondent is directed to clause 24 above [*Securities*] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

#### **34 CONFLICT WITH ISSUED RFX DOCUMENT**

Should a conflict arise between these General Bid Conditions and the issued RFX document, the conditions stated in the RFX document shall prevail.

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**Appendix (ii)**

**TERMS AND CONDITIONS OF CONTRACT  
FOR THE SUPPLY OF GOODS TO TRANSNET  
[February 2013]**

"PREVIEW COPY ONLY"

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## 1 INTRODUCTION

When an Agreement is entered into between Transnet SOC Ltd [**Transnet**] and the appointed supplier of Goods to Transnet [**the Supplier**], these Standard Terms and Conditions of Contract, the technical specifications for the Goods, a Schedule of Requirements including such special conditions as may be applicable, and any terms in the associated Bid Documents, exclusively govern the supply of Goods and provision of ancillary Services by the Supplier to Transnet

## 2 DEFINITIONS

Where the following words or phrases are used in the Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 2.1 **AFSA** means the Arbitration Foundation of South Africa;
- 2.2 **Agreement** means the Agreement and its associated schedules and/or annexures and/or appendices, and/or schedules, including the Schedule of Requirements, the technical specifications for the Goods and such special conditions as shall apply to the Agreement, together with the General Tender Conditions and any additional provisions in the associated bid documents tendered by the Supplier [as agreed, in writing, between the Parties], which collectively and exclusively govern the supply of Goods and provision of ancillary Services by the Supplier to Transnet;
- 2.3 **Background Intellectual Property** means all Intellectual Property introduced and required by either Party to give effect to their obligations under the Agreement owned in whole or in part by or licensed to either Party or their affiliates prior to the Commencement Date or developed after the Commencement Date otherwise pursuant to the Agreement;
- 2.4 **Business Day(s)** means Mondays to Fridays between 07:30 and 16:00, excluding public holidays as proclaimed in South Africa;
- 2.5 **Commencement Date** means [●], notwithstanding the signature date of the Agreement;
- 2.6 **Confidential Information** means any information or other data, whether in written, oral, graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks, reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party discloses or provides to the other Party [intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises], or which otherwise becomes known to a Party, and which is not in the public domain and includes, without limiting the generality of the term:
  - a) information relating to methods of operation, data and plans of the disclosing Party;
  - b) the contents of the Agreement;
  - c) private and personal details of employees or clients of the disclosing Party or any other person where an onus rests on the disclosing Party to maintain the confidentiality of such information;
  - d) any information disclosed by either Party and which is clearly marked as being confidential or secret;
  - e) information relating to the strategic objectives and planning of the disclosing Party relating to its existing and planned future business activities;



- f) information relating to the past, present and future research and development of the disclosing Party;
  - g) information relating to the business activities, business relationships, products, services, customers, clients and Subcontractors of the disclosing Party where an onus rests on the disclosing Party to maintain the confidentiality of such information;
  - h) information contained in the software and associated material and documentation belonging to the disclosing Party;
  - i) technical and scientific information, Know-How and trade secrets of a disclosing Party including inventions, applications and processes;
  - j) Copyright works;
  - k) commercial, financial and marketing information;
  - l) data concerning architecture, demonstrations, tools and techniques, processes, machinery and equipment of the disclosing Party;
  - m) plans, designs, concepts, drawings, functional and technical requirements and specifications of the disclosing Party;
  - n) information concerning faults or defects in Goods, equipment, hardware or software or the incidence of such faults or defects; and
  - o) information concerning the charges, fees and/or costs of the disclosing Party or its authorised Subcontractors, or their methods, practices or service performance levels actually achieved;
- 2.7 **Copyright** means the right in expressions, procedures, methods of operations or mathematical concepts, computer program codes, compilations of data or other material, literary works, musical works, artistic works, sound recordings, broadcasts, program carrying signals, published editions, photographic works, or cinematographic works of the copyright owner to do or to authorise the doing of certain acts specified in respect of the different categories of works;
- 2.8 **Designs** mean registered Designs and/or Design applications and will include the monopoly right granted for the protection of an independently created industrial design including designs dictated essentially by technical or functional considerations as well as topographies of integrated circuits and integrated circuits;
- 2.9 **Expiry Date** means [●];
- 2.10 **Foreground Intellectual Property** means all Intellectual Property developed by either Party pursuant to the Agreement;
- 2.11 **Goods** means [●], the material / products specified in the Schedule of Requirements appended as Schedule 1 hereto;
- 2.12 **ICC Incoterms 2010** means the set of commercial trade terms as published by the International Chamber of Commerce, Paris [ICC], which are otherwise referred to as purchase terms and which define precisely the responsibilities, costs and risks of the buyer [Transnet] and the seller [the Supplier]. Incoterms are only applicable to contracts involving the import or export of Goods from one country to another and for the purpose of the Agreement, if applicable, shall mean the designated Incoterm as stipulated in Schedule 1 hereto. Further details of the Incoterm [purchase terms] for the Agreement, if applicable, can be viewed at the International Business Training website - <http://www.i-b-t.net/incoterms.html>;



- 2.13 **Intellectual Property** means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world and includes all future additions and improvements to the Intellectual Property;
- 2.14 **Know-How** means all Confidential Information of whatever nature relating to the Intellectual Property and its exploitation as well as all other Confidential Information generally relating to Transnet's field of technology, including technical information, processing or manufacturing techniques, Designs, specifications, formulae, systems, processes, information concerning materials and marketing and business information in general;
- 2.15 **Parties** mean the Parties to the Agreement together with their subsidiaries, divisions, business units, successors-in-title and assigns;
- 2.16 **Party** means either one of these Parties;
- 2.17 **Patents** mean registered Patents and Patent applications, once the latter have proceeded to grant, and includes a right granted for any inventions, products or processes in all fields of technology;
- 2.18 **Permitted Purpose** means any activity or process to be undertaken or supervised by a Staff member of one Party during the term of the Agreement, for which purpose authorised disclosure of the other Party's Confidential Information or Intellectual Property is a prerequisite in order to enable such activity or process to be accomplished;
- 2.19 **Price(s)** means the agreed Price(s) for the Goods to be purchased from the Supplier by Transnet, as detailed in the Schedule of Requirements, issued in accordance with the Agreement, as amended by mutual agreement between the Parties and in accordance with the terms and conditions in the Agreement from time to time;
- 2.20 **Purchase Order(s)** means official orders issued by an operating division of Transnet to the Supplier for the supply of Goods or ancillary Services;
- 2.21 **Services** means Services provided to Transnet including activities such as consultation, advisory services, implementation services and day-to-day assistance provided by the Supplier, pursuant to the Schedule of Requirements in terms of the Agreement;
- 2.22 **Staff** means any partner, employee, agent, consultant, independent associate or contractor, Subcontractor and the staff of such Subcontractor, or other authorised representative of either Party;
- 2.23 **Schedule of Requirements** means Schedule 1 hereto;
- 2.24 **Subcontract** means any contract or agreement or proposed contract or agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Goods or related Services or any part thereof or material used in the manufacture of the Goods or any part thereof;
- 2.25 **Subcontractor** means the third party with whom the Supplier enters into a Subcontract;
- 2.26 **Tax Invoice** means the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 2.27 **Trade Marks** mean registered Trade Marks and Trade Mark applications and include any sign or logo, or combination of signs and/or logos capable of distinguishing the goods or services of one undertaking from those of another undertaking; and
- 2.28 **VAT** means Value-Added Tax chargeable in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

### 3 INTERPRETATION

- 3.1 Clause headings in the Agreement are included for ease of reference only and do not form part of the Agreement for the purposes of interpretation or for any other purpose. No provision shall be construed against or interpreted to the disadvantage of either Party hereto by reason of such Party having or being deemed to have structured or drafted such provision.
- 3.2 Any term, word or phrase used in the Agreement, other than those defined under the clause heading "*Definitions*" shall be given its plain English meaning, and those terms, words, acronyms, and phrases used in the Agreement will be interpreted in accordance with the generally accepted meanings accorded thereto.
- 3.3 A reference to the singular incorporates a reference to the plural and *vice versa*.
- 3.4 A reference to natural persons incorporates a reference to legal persons and *vice versa*.
- 3.5 A reference to a particular gender incorporates a reference to the other gender.

### 4 NATURE AND SCOPE

- 4.1 The Agreement is an agreement under the terms and conditions of which the Supplier will arrange for the supply to Transnet of the Goods which meet the requirements and specifications of Transnet, the delivery of which is controlled by means of Purchase Orders to be issued by Transnet and executed by the Supplier in accordance with the Agreement.
- 4.2 Such Purchase Orders and deliveries to Transnet shall be agreed between the Parties from time to time, subject to the terms of the Schedule of Requirements.
- 4.3 Each properly executed Purchase Order forms an inseparable part of the Agreement as if it were fully incorporated into the body of the Agreement.
- 4.4 During the period of the Agreement, both Parties can make written suggestions for amendments to the Schedule of Requirements in accordance with procedures set out in clause 28 [*Amendment and Change Control*]. A Party will advise the other Party within 14 [fourteen] Business Days, or such other period as mutually agreed, whether the amendment is acceptable.
- 4.5 Insofar as any term, provision or condition in the Schedule of Requirements conflicts with a like term, provision or condition in the Agreement and/or a Purchase Order, the term or provision or condition in this Master Agreement shall prevail, unless such term or provision or condition in this Master Agreement has been specifically revoked or amended by mutual written agreement between the Parties.

### 5 AUTHORITY OF PARTIES

- 5.1 Nothing in the Agreement will constitute or be deemed to constitute a partnership between the Parties, or constitute or be deemed to constitute the Parties as agents or employees of one another for any purpose or in any form whatsoever.
- 5.2 Neither Party shall be entitled to, or have the power or authority to:
  - a) enter into an agreement in the name of the other; or
  - b) give any warranty, representation or undertaking on the other's behalf; or
  - c) create any liability against the other or bind the other's credit in any way or for any purpose whatsoever.

## 6 DURATION AND CANCELLATION

- 6.1 Notwithstanding the date of signature hereof, the Commencement Date if the Agreement is [●] and the duration shall be for a [●] [[●]] year period, expiring on [●], unless:
- a) the Agreement is terminated by either Party in accordance with the provisions incorporated herein or in any schedules or annexures appended hereto, or otherwise in accordance with law or equity; or
  - b) the Agreement is extended at Transnet's option for a further period to be agreed by the Parties.
- 6.2 Notwithstanding clause 16 [*Breach and Termination*], either Party may cancel the Agreement without cause by giving 30 [thirty] days prior written notice thereof to the other Party, provided that in such instance, the Agreement will nevertheless be applicable in respect of all Purchase Orders which have been placed prior to the date of such cancellation.

## 7 GENERAL OBLIGATIONS OF THE SUPPLIER

- 7.1 The Supplier shall:
- a) respond promptly to all complaints and enquiries from Transnet;
  - b) inform Transnet immediately of any dispute or complaint arising in relation to the storage or delivery of the Goods;
  - c) conduct its business in a professional manner which will reflect positively upon the Supplier and the Supplier's products;
  - d) keep full records clearly indicating all transactions concluded by the Supplier relating to the delivery of the Goods and keep such records for at least 5 [five] years from the date of each such transaction;
  - e) obtain, and at all times maintain in full force and effect, any and all licences, permits and the like required under applicable laws for the provision of the Goods and ancillary Services and the conduct of the business and activities of the Supplier;
  - f) observe and ensure compliance with all requirements and obligations as set out in the labour and related legislation of South Africa, including the Occupational Health and Safety Act, 85 of 1993, as may be amended from time to time;
  - g) comply with all applicable environmental legislation and regulations, demonstrate sound environmental performance and have an environmental management policy which ensures that its products, including the Goods or ancillary Services are procured, produced, packaged, delivered and are capable of being used and ultimately disposed of in a way that is environmentally appropriate; and
  - h) ensure the validity of all renewable certifications, including but not limited to its Tax Clearance Certificate and B-BBEE Verification Certificate, throughout the entire term of the Agreement. Should the Supplier fail to present Transnet with such renewals as they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the Agreement, to terminate the Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Supplier.

7.2 The Supplier acknowledges and agrees that it shall at all times:

- a) render the supply of the Goods and ancillary Services and perform all its duties with honesty and integrity;
- b) communicate openly and honestly with Transnet regarding the supply and performance of the Goods and demonstrate a commitment to effecting the supply and performing ancillary Services timeously, efficiently and at least to the required standards;
- c) endeavour to provide the highest possible standards of service and workmanship, with a reasonable degree of care and diligence;
- d) use its best endeavours and make every diligent effort to meet agreed deadlines;
- e) treat its own Staff, as well as all Transnet's Staff, with fairness and courtesy and respect for their human rights;
- f) practice and promote its own internal policies aimed at prohibiting and preventing unfair discrimination;
- g) treat all enquiries from Transnet in connection with the supply of the Goods and/or ancillary Services with courtesy and respond to all enquiries promptly and efficiently. Where the Supplier is unable to comply with the provisions of this clause, the Supplier will advise Transnet of the delay and the reasons therefor and will keep Transnet informed of progress made regarding the enquiry;
- h) when requested by Transnet, provide clear and accurate information regarding the Supplier's own policies and procedures, excluding Know-How and other Confidential Information, except where a non-disclosure undertaking has been entered into between the Parties;
- i) not allow a conflict of interest to develop between its own interests [or the interests of any of its other customers] and the interests of Transnet;
- j) not accept or offer, nor allow, induce or promote the acceptance or offering of any gratuity, enticement, incentive or gift that could reasonably be regarded as bribery or an attempt to otherwise exert undue influence over the recipient;
- k) not mislead Transnet or its officers, employees and stakeholders, whether by act or omission;
- l) not otherwise act in an unethical manner or do anything which could reasonably be expected to damage or tarnish Transnet's reputation or business image; and
- m) immediately report to Transnet any unethical, fraudulent or otherwise unlawful conduct of which it becomes aware in connection with Transnet or the supply of Goods or ancillary Services to Transnet.

7.3 In compliance with the National Railway Safety Regulator Act, 16 of 2002, as may be amended from time to time, the Supplier shall ensure that the Goods and ancillary Services, to be supplied to Transnet under the terms and conditions of the Agreement, comply fully with the Specifications as set forth in Schedule 1 hereto, and shall thereby adhere [as applicable] to railway safety requirements and/or regulations. Permission for the engagement of a Subcontractor by the Supplier, as applicable, shall be subject to a review of the capability of the proposed Subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its Subcontractor shall grant Transnet access, during the term of the Agreement,

to review any safety-related activities, including the coordination of such activities across all parts of its organisation.

## 8 INVOICES AND PAYMENT

- 8.1 Transnet shall pay the Supplier the amounts stipulated in each Purchase Order, subject to the terms and conditions of the Agreement.
- 8.2 Transnet shall pay such amounts to the Supplier upon receipt of a valid and undisputed Tax Invoice together with the supporting documentation, as specified in the Schedule of Requirements appended hereto, once the undisputed Tax Invoices or such portions of the Tax Invoices which are undisputed become due and payable to the Supplier for the delivery of the Goods ordered, in terms of clause 8.4 below.
- 8.3 All Prices set out in the Agreement and the Schedule of Requirements hereto are exclusive of VAT.
- 8.4 Unless otherwise provided for in the Schedule of Requirements appended to the Agreement, Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by Transnet within 30 [thirty] days after date of receipt by Transnet of the Supplier's statement together with the relevant undisputed Tax Invoice(s) and supporting documentation.
- 8.5 Where the payment of any Tax Invoice, or any part of a Tax Invoice which is not in dispute, is not made in accordance with this clause 8, the Supplier shall be entitled to charge interest on the outstanding amount, at The Standard Bank of South Africa's prime rate of interest in force, for the period from the due date of payment until the outstanding amount is paid.
- 8.6 The Supplier shall remain the owner of all plant, material, machinery, equipment and the like [collectively, **the Supplier's Goods**] provided to Transnet until Transnet has paid in full for the Supplier's Goods, it being specifically agreed that Transnet shall acquire no rights [including liens] of whatsoever nature in such Supplier's Goods until date of final payment by Transnet. Subject to the foregoing, all risk and benefit to the Supplier's Goods shall pass from the Supplier to Transnet on delivery of the Supplier's Goods by the Supplier to Transnet.

## 9 PRICE ADJUSTMENTS

- 9.1 Prices for Goods supplied in terms of the Agreement shall be subject to review as indicated in the Schedule of Requirements annexed hereto.
- 9.2 No less than 2 [two] months prior to any proposed Price adjustment, the Parties shall commence negotiations for Prices for the next period or as otherwise indicated in Schedule 1 hereto. The Parties shall have regard for market-related pricing of equivalent goods, continuous improvement initiatives, costs [including labour, raw materials and transport/delivery], order size and frequency and changes to the specification of the Goods.
- 9.3 Pursuant to clause 9.2 above, the Supplier shall keep full and accurate records of all costs associated with the supply of the Goods to Transnet, in a form to be approved in writing by Transnet. The Supplier shall produce such records to Transnet for inspection at all reasonable times on request and such records may, at Transnet's option, be audited by Transnet or its designated representatives.
- 9.4 Should Transnet and the Supplier fail to reach an agreement on Price for the successive period, either Party shall be entitled to submit this matter to dispute resolution in accordance with clause 25 of the Master Agreement [*Dispute Resolution*].



- 9.5 If during the period of the Agreement Transnet can purchase similar Goods of a like quality from another supplier at a total delivered cost to a Transnet facility that is lower than the total delivered cost of the Goods purchased hereunder from the Supplier, Transnet may notify the Supplier of such total delivered cost and the Supplier shall have an opportunity to adjust the Price of the Goods purchased hereunder, on such a basis as to result in the same total delivered cost to Transnet, within 30 [thirty] calendar days of such notice. If the Supplier fails to do so or cannot legally do so, Transnet may (i) purchase the Goods from such other supplier in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of Transnet and the Supplier hereunder shall be reduced accordingly; (ii) terminate the Agreement without any penalty, liability or further obligation; or (iii) continue purchases under the Agreement.
- 9.6 If during the period of the Agreement the Supplier sells any materials which are the same as, equivalent to, or substantially similar to the Goods herein, at a total delivered cost to a third party lower than the total delivered cost to a Transnet facility, then the Supplier has an opportunity to adjust its Price for the Goods purchased hereunder within 30 [thirty] calendar days so that the Price is the same or lower than the total delivered cost of such third party. If the Supplier fails to do so or cannot legally do so, Transnet may (i) purchase the Goods from any other such supplier, in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of Transnet and the Supplier hereunder shall be reduced accordingly; or (ii) terminate the Agreement without any penalty, liability or further obligation. Within 30 [thirty] calendar days of the Commencement Date of the Agreement or at any time Transnet so requests, the Supplier shall certify in writing to Transnet that it is in compliance with this clause and shall provide all information that Transnet reasonably requests in order to verify such compliance.

## **10 WARRANTIES**

The Supplier warrants that:

- 10.1 pursuant to clause 7.3 [*General Obligations of the Supplier*], the Goods will be manufactured in accordance with the specifications appended hereto at Schedule 1, or the manufacturer's specifications, as agreed in writing by both Parties;
- 10.2 the execution and performance of the Agreement by the Supplier does not infringe any rights of a third party or breach any obligation of the Supplier to any third party; and
- 10.3 it has taken all reasonable precautions to ensure that, in the event of a disaster, the impact of such disaster on the ability of the Supplier to comply with its obligations under the Agreement will be reduced to the greatest extent possible, and that the Supplier shall ensure that it has appropriate, tested and documented recovery arrangements in place.

## **11 THIRD PARTY INDEMNITY**

The Supplier hereby indemnifies and shall hold Transnet harmless against any direct damages suffered by or claims arising against Transnet in respect of clause 10.2 above.

## **12 INSPECTION**

- 12.1 Transnet reserves the right to arrange for the inspection of all Goods forming the subject of any Purchase Order, at any stage before final acceptance and by any means it may think fit, and when such inspection is to be carried out, the relevant Purchase Order(s) shall be endorsed accordingly.

- 12.2 When inspection at the Supplier's works or warehouse is specified, Transnet's authorised inspector shall have free access to the premises of the Supplier at all times during working hours on a Business Day; shall have liberty to inspect work which is the subject of the Purchase Order at any stage of manufacture, and may reject any Goods which are found to be incomplete, defective or in any way not in conformity with the terms and specifications of the Agreement; and the Supplier shall afford all reasonable facilities for such access and inspection.
- 12.3 The Supplier shall provide inspection gauges, measuring and test equipment to ensure that the requirements of the Agreement are satisfied. All gauges, templates, tools and other equipment required to check the accuracy of the work shall be calibrated at regular and reasonable intervals by a laboratory which has been approved in writing by Transnet. This certificate shall not be more than 12 [twelve] months old.
- 12.4 The Supplier shall prepare and supply, without charge to Transnet, all test pieces, samples and specimens; shall provide all labour and apparatus for carrying out tests and analyses in accordance with the terms of the Agreement or Purchase Order, and render all reasonable assistance in making such tests and analyses.
- 12.5 All special rules governing gauging, testing, analysis and other inspection procedures shall be adhered to strictly in accordance with the terms of the Agreement or Purchase Order and the conditions of any specifications and drawings quoted therein.
- 12.6 Inspection will be arranged by the Staff of Transnet, as indicated in the Purchase Order(s).
- 12.7 When Goods are ready for inspection, the Supplier shall apply promptly to the appropriate authority for instructions regarding such inspection. All applications for inspection shall quote Transnet's Agreement or Purchase Order number. 7 [seven] Business Days' notice of readiness from the Supplier shall be given to the authorised inspector appointed by Transnet to carry out such inspection.
- 12.8 Transnet shall have the right to recover from the Supplier the cost of inspection of any Goods that have been rejected by its authorised inspector in terms of this clause 12.

### **13 DEFECTIVE GOODS**

- 13.1 Notwithstanding any certificate and/or receipt that may have been issued by or on behalf of Transnet either in South Africa or overseas, Goods will be accepted at the place of delivery or at the port of shipment, as specified in the Agreement, only as regards outward condition of packages and Transnet retains the right to reject the Goods supplied, on or after arrival at the place to which they are consigned, or after they have been placed in use in South Africa, should they be found defective.
- 13.2 If Goods are rejected owing to latent defects becoming apparent during machining operations or other preparation necessary on the part of Transnet before they can be put into use, the Supplier shall bear all expenses incurred by Transnet in carrying out such necessary operations.
- 13.3 If such Goods are rejected, the Supplier will pay the following costs:
- for Goods purchased in South Africa on an ex works basis, the cost of transport from the Supplier's works in South Africa to the named destination where the Goods have been rejected by Transnet, plus handling charges and storage, if leviable; or
  - for Goods manufactured overseas, the Supplier shall pay all replacement costs including the overseas inland transport cost, freight and insurance charges incurred plus railage or other inland transport costs from the South African port to the place where the Goods have

been rejected by Transnet, including handling charges, storage, landing charges, customs duty and surcharges, if leviable.

- 13.4 If Transnet requires rejected Goods to be replaced, the Supplier shall, when called upon to do so, arrange prompt replacement of the Goods within the prescribed manufacturing lead times for such Goods, as indicated in Schedule 1.
- 13.5 If Goods are found to be defective but the defects are, in the opinion of Transnet, not of so serious a nature as to warrant total rejection of the Goods, the Supplier shall, when called upon to do so, remedy or make good such defects at its own cost, or Transnet may remedy or make good such defects at the request of the Supplier and recover from the Supplier all costs or expenses reasonably incurred by it in doing so.
- 13.6 Should the Supplier fail, when called upon to remedy or make good such defects within a reasonable time or to request Transnet to do so, Transnet may proceed to remedy or make good such defects and thereafter recover from the Supplier all such costs and expenses as aforementioned.
- 13.7 Any amount recoverable from the Supplier in terms of this clause may, without prejudice to any other legal remedies available to Transnet, be deducted in whole or in part from any monies in the hands of Transnet which are due for payment to the Supplier.

#### **14 TOTAL OR PARTIAL FAILURE TO PERFORM THE SCOPE OF SUPPLY**

- 14.1 In the case of Goods to be specially manufactured for it, if Transnet at any time ascertains that:
- a) no manufacturing of the Goods specified in a Purchase Order has commenced and there is little or no prospect, in Transnet's opinion, that manufacturing will commence within a reasonable time; or
  - b) delivery of any of the Goods is being or is likely to be delayed beyond the promised delivery date(s), and there is little or no prospect of the Purchase Order(s) being carried out within reasonable adherence to the promised delivery rate(s) or time(s),
- then Transnet may, irrespective of the cause of the delay, by notice to the Supplier, cancel as from a future date specified in such notice the whole or any part of the Agreement or Purchase Order in respect of which the Goods to be supplied have not been completed by that date, without incurring any liability by reason of such cancellation except as provided in this clause.
- 14.2 The Supplier shall thereupon, as soon as possible after such date, deliver to Transnet the Goods [if any] already completed, and payment for the part performance shall be made on a *pro rata* basis, provided the uncompleted part is not an integral or essential part of the completed Goods. Where an integral or essential part of the work has not been completed, the amount to be paid to the Supplier will be calculated on the basis of Transnet's enrichment. The Supplier shall, wherever practicable, supply Transnet with the necessary drawings and/or specifications to enable it to complete the work.
- 14.3 Whenever, in any case not covered by clause 14.1 above, the Supplier fails or neglects to execute the work or to deliver any portion of the Goods as required by the terms of the Agreement or Purchase Order, or if any Goods are rejected on any of the grounds mentioned in clause 13 [Defective Goods], Transnet may cancel the Agreement or Purchase Order in so far as it relates to the unexecuted work or the undelivered or rejected portion of the Goods, and in such event, the supply of the remaining portion shall remain subject in all respects to these conditions.



## 15 RIGHTS ON CANCELLATION

- 15.1 If the Agreement or Purchase Order is cancelled in whole or in part in terms of clause 14 [*Total or Partial Failure to Perform the Scope of Supply*], Transnet may execute or complete the Agreement with any other entity and do so on such terms as it may deem proper, or may procure other comparable Goods in substitution for those neglected to be manufactured or supplied or rejected as aforesaid, and may recover from the Supplier the difference between the cost of such Goods and the Price [if the latter was lower] as well as any costs and expenses [including any additional transport costs] which Transnet may have had to incur in consequence of the Supplier's default.
- 15.2 Any amount which may be recoverable from the Supplier in terms of clause 15.1 above, without prejudice to any other legal remedies available to Transnet, may be deducted in whole or in part from any monies in the hands of Transnet and due for payment to the Supplier.

## 16 BREACH AND TERMINATION

- 16.1 If either Party [**the Defaulting Party**] commits a material breach of the Agreement and fails to remedy such breach within 10 [ten] Business Days of written notice thereof, the other Party [hereinafter **the Aggrieved Party**], shall be entitled, in addition to any other rights and remedies that it may have in terms of the Agreement, to terminate the Agreement forthwith without any liability and without prejudice to any claims which the Aggrieved Party may have for damages against the Defaulting Party.
- 16.2 Either Party may terminate the Agreement forthwith by notice in writing to the other Party when the other Party is unable to pay its debts as they fall due or commits any act or omission which would be an act of insolvency in terms of the Insolvency Act, 24 of 1936 [as amended from time to time], or if any action, application or proceeding is made with regard to it for:
- a) a voluntary arrangement or composition or reconstruction of its debts;
  - b) its winding-up or dissolution;
  - c) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer; or
  - d) any similar action, application or proceeding in any jurisdiction to which it is subject.
- 16.3 Transnet may terminate the Agreement at any time within 2 [two] months of becoming aware of a change of control of the Supplier by notice in writing to the Supplier. For the purposes of this clause, **control** means the right to direct the affairs of a company whether by ownership of shares, membership of the board of directors, agreement or otherwise.
- 16.4 The provisions of clauses 2 [*Definitions*], 10 [*Warranties*], 15 [*Rights on Cancellation*], 19 [*Confidentiality*], 21 [*Limitation of Liability*], 22 [*Intellectual Property Rights*], 25 [*Dispute Resolution*] and 29.1 [*Governing Law*] shall survive termination or expiry of the Agreement.

## 17 CESSION

- 17.1 Upon written notice to the Supplier, Transnet shall be entitled:
- a) to appoint Transnet's financier of the Goods as first payer under the Agreement, without transferring the ultimate responsibility for payment which will remain with Transnet; and
  - b) to cede, assign and transfer its right, title and interest in the Goods to such financier as part of the funding consideration for the Goods.

- 17.2 The Supplier is not entitled to cede, delegate, assign, Subcontract or in any other manner dispose of any of its rights or obligations in terms of the Agreement without the prior written consent of Transnet, which consent shall not be withheld or delayed unreasonably.

## 18 FORCE MAJEURE

- 18.1 Neither Party shall have any claim against the other Party arising from any failure or delay in the performance of any obligation of either Party under the Agreement caused by an act of *force majeure* such as acts of God, fire, flood, war, strike, lockout, industrial dispute, government action, laws or regulations, riots, terrorism or civil disturbance, defaults, delays or discontinuance on the part of independent contractors, or other circumstances or factors beyond the reasonable control of either Party, and to the extent that the performance of obligations of either Party hereunder is delayed by virtue of the foregoing, any period stipulated for any such performance shall be reasonably extended.
- 18.2 Each Party will take all reasonable steps by whatever lawful means that are available to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of the Agreement in order to accommodate the new circumstances caused by the act of *force majeure*. If a Party fails to agree with such modifications proposed by the other Party within 90 [ninety] days of the act of *force majeure* first occurring, either Party may thereafter terminate the Agreement with immediate notice.

## 19 CONFIDENTIALITY

- 19.1 The Parties hereby undertake the following with regard to Confidential Information:
- a) not to divulge or disclose to any person whomsoever in any form or manner whatsoever, either directly or indirectly, any Confidential Information of the other without the prior written consent of such other Party, other than when called upon to do so in accordance with a statute, or by a court having jurisdiction, or by any other duly authorised and empowered authority or official, in which event the Party concerned shall do what is reasonably possible to inform the other of such a demand and each shall assist the other in seeking appropriate relief or the instituting of a defensive action to protect the Confidential Information concerned;
  - b) not to use, exploit, permit the use of, directly or indirectly, or in any other manner whatsoever apply the Confidential Information disclosed to it as a result of the Agreement, for any purpose whatsoever other than for the purpose for which it is disclosed or otherwise than in strict compliance with the provisions in the Agreement;
  - c) not to make any notes, sketches, drawings, photographs or copies of any kind of any part of the disclosed Confidential Information without the prior written consent of such other Party, except when reasonably necessary for the purpose of the Agreement, in which case such copies shall be regarded as Confidential Information;
  - d) not to de-compile, disassemble or reverse engineer any composition, compilation, concept application, item, component de-compilation, including software or hardware disclosed and shall not analyse any sample provided by Transnet, or otherwise determine the composition or structure or cause to permit these tasks to be carried out except in the performance of its obligations pursuant to the Agreement;

- e) not to exercise less care to safeguard Transnet Confidential Information than the Party exercises in safeguarding its own competitive, sensitive or Confidential Information;
- f) Confidential Information disclosed by either Party to the other or by either Party to any other party used by such party in the performance of the Agreement, shall be dealt with as "restricted" or shall be dealt with according to any other appropriate level of confidentiality relevant to the nature of the information concerned, agreed between the Parties concerned and stipulated in writing for such information in such cases;
- g) the Parties shall not make or permit to be made by any other person subject to their control, any public statements or issue press releases or disclose Confidential Information with regard to any matter related to the Agreement, unless written authorisation to do so has first been obtained from the Party first disclosing such information;
- h) each Party shall be entitled to disclose such aspects of Confidential Information as may be relevant to one or more technically qualified employees or consultants of the Party who are required in the course of their duties to receive the Confidential Information for the Permitted Purpose provided that the employee or consultant concerned has a legitimate interest therein, and then only to the extent necessary for the Permitted Purpose, and is informed by the Party of the confidential nature of the Confidential Information and the obligations of the confidentiality to which such disclosure is subject and the Party shall ensure such employees or consultants honour such obligations;
- i) each Party shall notify the other Party of the name of each person or entity to whom any Confidential Information has been disclosed as soon as practicable after such disclosure;
- j) each Party shall ensure that any person or entity to which it discloses Confidential Information shall observe and perform all of the covenants the Party has accepted in the Agreement as if such person or entity has signed the Agreement. The Party disclosing the Confidential Information shall be responsible for any breach of the provisions of the Agreement by such person or entity; and
- k) each Party may by written notice to the other Party specify which of the Party's employees, officers or agents are required to sign a non-disclosure undertaking.

19.2 The duties and obligations with regard to Confidential Information in this clause 19 shall not apply where:

- a) a Party can demonstrate that such information is already in the public domain or becomes available to the public through no breach of the Agreement by that Party, or its Staff; or
- b) was rightfully in a Party's possession prior to receipt from the other Party, as proven by the first-mentioned Party's written records, without an infringement of an obligation or duty of confidentiality; or
- c) can be proved to have been rightfully received by a Party from a third party without a breach of a duty or obligation of confidentiality; or
- d) is independently developed by a Party as proven by its written records.

19.3 This clause 19 shall survive termination for any reason of the Agreement and shall remain in force and effect from the Commencement Date of the Agreement and 5 [five] years after the termination of the Agreement. Upon termination of the Agreement, all documentation furnished to the Supplier by Transnet pursuant to the Agreement shall be returned to Transnet including,

without limitation, all corporate identity equipment including dyes, blocks, labels, advertising matter, printing matter and the like.

## **20 INSURANCES**

- 20.1 Without limiting the liability of the Supplier under the Agreement, the Supplier shall take out insurance in respect of all risks for which it is prudent for the Supplier to insure against including any liability it may have as a result of its activities under the Agreement for theft, destruction, loss of or damage to Goods, death or injury to any person and damage to property. The level of insurance will be kept under review by Transnet, on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Supplier.
- 20.2 The Supplier shall arrange insurance with reputable insurers and will produce to Transnet evidence of the existence of the policies on an annual basis within 30 [thirty] days after date of policy renewals.
- 20.3 Subject to clause 20.4 below, if the Supplier fails to effect adequate insurance under this clause 20, it shall notify Transnet in writing as soon as it becomes aware of the reduction or inadequate cover and Transnet may arrange or purchase such insurance. The Supplier shall promptly reimburse Transnet for any premiums paid provided such insurance protects the Supplier's liability. Transnet assumes no responsibility for such insurance being adequate to protect all of the Supplier's liability.
- 20.4 In the event that the Supplier receives written notice from its insurers advising of the termination of its insurance cover referred to in clause 20.1 above or if the insurance ceases to be available upon commercially reasonable terms, the Supplier shall immediately notify Transnet in writing of such termination and/or unavailability, where after either the Supplier or Transnet may terminate the Agreement on giving the other Party not less than 30 [thirty] days prior written notice to that effect.

## **21 LIMITATION OF LIABILITY**

- 21.1 The Supplier's liability under this clause 21 shall be in addition to any warranty or condition of any kind, express or implied by law or otherwise, relating to the Goods or ancillary Services, including the quality of the Goods or ancillary Services or any materials delivered pursuant to the Agreement.
- 21.2 Neither Party excludes or limits liability to the other Party for:
- a) death or personal injury caused by its negligence, [including its employees', agents' or Subcontractors' negligence]; or
  - b) fraud.
- 21.3 Neither Party accepts liability for damages and claims of a special, indirect or consequential nature arising as a result of the performance or non-performance of the Agreement, provided that such loss, damages or claims are not the direct result of the wilful acts or omissions and/or negligence or of any event which could reasonably have been foreseen and avoided on the part of the other Party. The phrase, "special, indirect or consequential" is deemed to include economic loss, loss of opportunity, loss of profit or revenue, and loss or damage in connection with claims against the principal by third parties.

21.4 Nothing in this clause 21 shall be taken as limiting the liability of the Parties in respect of clauses 19 [*Confidentiality*] and 22 [*Intellectual Property Rights*].

## **22 INTELLECTUAL PROPERTY RIGHTS**

### **22.1 Title to Confidential Information**

- a) Transnet will retain all right, title and interest in and to its Confidential Information and Background Intellectual Property and the Supplier acknowledges that it has no claim of any nature in and to the Confidential Information and Background Intellectual Property that is proprietary to Transnet. For the avoidance of doubt all the Supplier's Background Intellectual Property shall remain vested in the Supplier.
- b) Transnet shall grant to the Supplier an irrevocable, royalty free, non-exclusive licence to use Transnet's Background Intellectual Property only for the Permitted Purpose. This licence shall not permit the Supplier to sub-license to other parties.
- c) The Supplier shall grant to Transnet an irrevocable, royalty free, non-exclusive licence to use the Supplier's Background Intellectual Property for the Permitted Purpose. This licence shall not permit Transnet to sub-license to other parties.
- d) The Supplier shall grant Transnet access to the Supplier's Background Intellectual Property on terms which shall be *bona fide* negotiated between the Parties for the purpose of commercially exploiting the Foreground Intellectual Property, to the extent that such access is required.

### **22.2 Title to Intellectual Property**

- a) All right, title and interest in and to Foreground Intellectual Property prepared, conceived or developed by the Supplier, its researchers, agents and employees shall vest in Transnet and the Supplier acknowledges that it has no claim of any nature in and to the Foreground Intellectual Property. The Supplier shall not at any time during or after the termination or cancellation of the Agreement dispute the validity or enforceability of such Foreground Intellectual Property, or cause to be done any act or anything contesting or in any way impairing or tending to impair any part of that right, title and interest to any of the Foreground Intellectual Property and shall not counsel or assist any person to do so.
- b) Transnet shall be entitled to seek protection in respect of the Foreground Intellectual Property anywhere in the world as it shall decide in its own absolute discretion and the Supplier shall reasonably assist Transnet in attaining and maintaining protection of the Foreground Intellectual Property.
- c) Where the Foreground Intellectual Property was created by the Supplier or its researchers, agents and employees and where Transnet elects not to exercise its option to seek protection or decides to discontinue the financial support of the prosecution or maintenance of any such protection, Transnet shall notify the Supplier who shall have the right of first refusal to file or continue prosecution or maintain any such applications and to maintain any protection issuing on the Foreground Intellectual Property.
- d) No consideration shall be paid by Transnet to the Supplier for the assignment of any Foreground Intellectual Property from the Supplier to Transnet, over and above the sums payable in terms of the Agreement. The Supplier undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of the Foreground Intellectual Property to Transnet.



- e) Subject to anything contrary contained in the Agreement and/or the prior written consent of Transnet [which consent shall not be unreasonably withheld], the Supplier shall under no circumstances be entitled as of right, or to claim the right, to use Transnet's Background Intellectual Property and/or Foreground Intellectual Property.

#### **22.3 Title to Improvements**

Any improvements, developments, adaptations and/or modifications to the Foreground Intellectual Property, and any and all new inventions or discoveries, based on or resulting from the use of Transnet's Background Intellectual Property and/or Confidential Information shall be exclusively owned by Transnet. The Supplier shall disclose promptly to Transnet all such improvements, developments, adaptations and/or modifications, inventions or discoveries. The Supplier hereby undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of such improvements, developments, adaptations and/or modifications, inventions or discoveries to Transnet and the Supplier shall reasonably assist Transnet in attaining, maintaining or documenting ownership and/or protection of the improved Foreground Intellectual Property.

#### **22.4 Unauthorised Use of Confidential Information**

The Supplier shall not authorise any party to act on or use in any way any Confidential Information belonging to Transnet whether or not such party is aware of such Confidential Information, and shall promptly notify Transnet of the information if it becomes aware of any party so acting, and shall provide Transnet the information with such assistance as Transnet reasonably requires, at Transnet's cost and expense, to prevent such third party from so acting.

#### **22.5 Unauthorised Use of Intellectual Property**

- a) The Supplier agrees to notify Transnet in writing of any conflicting uses of, and applications of registrations of Patents, Designs and Trade Marks or any act of infringement, unfair competition or passing off involving the Intellectual Property of Transnet of which the Supplier acquires knowledge and Transnet shall have the right, as its own option, to proceed against any party infringing its Intellectual Property.
- b) It shall be within the sole and absolute discretion of Transnet to determine what steps shall be taken against the infringer and the Supplier shall co-operate fully with Transnet, at Transnet's cost, in whatever measure including legal action to bring any infringement of illegal use to an end.
- c) The Supplier shall cooperate to provide Transnet promptly with all relevant ascertainable facts.
- d) If proceedings are commenced by Transnet alone, Transnet shall be responsible for all expenses but shall be entitled to all damages or other awards arising out of such proceedings. If proceedings are commenced by both Parties, both Parties will be responsible for the expenses and both Parties shall be entitled to damages or other awards arising out of proceedings.

### **23 NON-WAIVER**

- 23.1 Failure or neglect by either Party, at any time, to enforce any of the provisions of the Agreement, shall not in any manner be construed to be a waiver of any of that Party's rights in that regard and in terms of the Agreement.

23.2 Such failure or neglect shall not in any manner affect the continued, unaltered validity of the Agreement, or prejudice the right of that Party to institute subsequent action.

## **24 PARTIAL INVALIDITY**

If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, or shall be required to be modified, the validity, legality and enforceability of the remaining provisions shall not be affected thereby.

## **25 DISPUTE RESOLUTION**

25.1 Should any dispute of whatsoever nature arise between the Parties concerning the Agreement, the Parties shall try to resolve the dispute by negotiation within 10 [ten] Business Days of such dispute arising.

25.2 If the dispute has not been resolved by such negotiation, either of the Parties may refer the dispute to AFSA and notify the other Party accordingly, which proceedings shall be held in Johannesburg.

25.3 Such dispute shall be finally resolved in accordance with the rules of AFSA by an arbitrator or arbitrators appointed by AFSA.

25.4 This clause constitutes an irrevocable consent by the Parties to any proceedings in terms hereof, and neither of the Parties shall be entitled to withdraw from the provisions of this clause or claim at any such proceedings that it is not bound by this clause 25.

25.5 This clause 25 is severable from the rest of the Agreement and shall remain in effect even if the Agreement is terminated for any reason.

25.6 This clause 25 shall not preclude either Party from seeking urgent relief in a court of appropriate jurisdiction, where grounds for urgency exist.

## **26 ADDRESSES FOR NOTICES**

26.1 The Parties to the Agreement select the physical addresses and facsimile numbers, as detailed hereafter, as their respective addresses for giving or sending any notice provided for or required in terms of the Agreement, provided that either Party shall be entitled to substitute such other address or facsimile number, as may be, by written notice to the other:

### **a) Transnet**

(i) For legal notices: [●]

Fax No. [●]

Attention: Legal Department

(ii) For commercial notices: [●]

Fax No. [●]

Attention: [●]

### **b) The Supplier**

(i) For legal notices: [●]

Fax No. [●]

Attention: [●]

(ii) For commercial notices: [●]

Fax No. [●]

Attention: [●]

26.2 Any notice shall be addressed to a Party at its physical address, or delivered by hand, or sent by facsimile.

26.3 Any notice shall be deemed to have been given:

- a) if hand delivered, on the day of delivery; or
- b) if sent by facsimile, on the date and time of sending of such facsimile, as evidenced by a facsimile confirmation printout, provided that such notice shall be confirmed by prepaid registered post on the date of dispatch of such facsimile, or, should no postal facilities be available on that date, on the next Business Day.

## 27 WHOLE AND ONLY AGREEMENT

27.1 The Parties hereby confirm that the Agreement constitutes the whole and only agreement between them with regard to the subject matter of the Agreement.

27.2 The Parties hereby confirm that the Agreement replaces all other agreements which exist or may have existed in any form whatsoever between them, with regard to the subject matter dealt with in the Agreement, any annexures appended hereto and the Schedule of Requirements.

## 28 AMENDMENT AND CHANGE CONTROL

Any amendment or change of any nature made to the Agreement and the Schedule of Requirements thereof shall only be valid if it is in writing, signed by both Parties and added to the Agreement as an addendum hereto.

## 29 GENERAL

### 29.1 Governing Law

The Agreement is exclusively governed by and construed in accordance with the laws of the Republic of South Africa and is subject to the jurisdiction of the courts of the Republic of South Africa.

### 29.2 Change of Law

In the Agreement, unless the context otherwise requires, references to a statutory provision include references to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it, provided that in the event that the amendment, extension or re-enactment of any statutory provision or introduction of any new statutory provision has a material impact on the obligations of either Party, the Parties will negotiate in good faith to agree such amendments to the Agreement as may be appropriate in the circumstances. If, within a reasonable period of time, the Supplier and Transnet cannot reach agreement on the nature of the changes required or on modification of Prices, delivery schedules, warranties, or other terms and conditions, either Party may seek to have the matter determined in accordance with clause 25 [*Dispute Resolution*] above.



### 29.3 Counterparts

The Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Either Party may enter into the Agreement by signing any such counterpart.

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**TRANSNET**

*freight rail*

A Division of Transnet SOC Limited

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**CAPITAL PROGRAM  
ANNEXURE-A TO SPECIFICATION SPC-00877 v4**

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**COBINED TRUNKED  
AND  
OPEN CHANNEL UHF MOBILE TRAIN RADIO**

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Author: Senior Technologist  
Capital Program

N Breytenbach

Date: 9 May 2013

Circulation Restricted To:

Transnet Freight Rail  
Transnet and Relevant Third Parties

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"PREVIEW COPY ONLY"

## 1. Purpose

The purpose of this Addendum is to specify and clarify additional functionalities to the Open channel Trunked Train radio as used by Transnet Freight Rail

## 2. Add on interface board.

- 2.1 The radio must support an internal fitted add on board with sufficient processing power and memory to control the radio and handle all the data protocols.
- 2.2 The add on board must link to the radio via a Computer Control Digital Interface (CCDI) command set.
- 2.3 The board must support a 1<sup>st</sup> RS-232 data connection as defined in the specification for Triton. **BBC1789 v1**.
- 2.4 The board must have a 2<sup>nd</sup> RS-232 connection. Only TX, RX & signal ground are required. Item 2.3 & 2.4 can use the same connector. An 15pin D-type high density female connector can be used.
- 2.5 The board must support a build in GPS receiver with an external SMA female connection.
- 2.6 The board must have enough non volatile memory to store all firmware, zone information and 100,000 predefined waypoints.
- 2.7 The add on board may support other functions already developed by the supplier and useful to TFR.
- 2.8 It is highly recommended that the add on board support an Ethernet connection.
  - To receive GPS information directly from TRITON.
  - To connect the radio to the outside world via TRITON.
- 2.9 All options and functions must be settable and selectable by configuration.

## 3. Handset.

Due to limited space in the loco CAB some radios are installed hidden away and must be controlled by an intelligent handset.

- 3.1 The radio must support the connection of ONE/TWO handsets. ONE handset will be connected at any time.
- 3.2 If the handset needs a specific identification id it must be programmable and visible during start up.
- 3.3 If the radio only support ONE handset connection then it must be possible via a special fly lead to connect TWO handsets one at a time.
- 3.4 The handset must be fitted with a robust Mil spec connector. 62IN-16EGM11-12-10P 00823.
- 3.5 The handset must not use more than 8 control lines.
- 3.6 The existing handset extension cable pin wiring will be made available to successful tenderers.
- 3.7 Suppliers must provide proposals how their handsets can interface with other well known supplier radios.
- 3.8 The supplier must provide a mechanism to lock the handset connector not to be removed easily.

#### 4. Lead radio position and network information.

The Add on board must have software supporting the following functions.

- 4.1 Sending data every time the PTT is released or pressed. The options must be software selectable.
- 4.2 Sending data on moving a certain distance from the previous updated position ranging from 1 to 25,000 meters. This must be software settable in 10m steps.
- 4.3 Sending data on elapsed time from previous updated position ranging from 5 to 240 minutes. This must be software settable in 1 min intervals.
- 4.4 Sending data when moving within +/-50m of a waypoint position or closer.
- 4.5 In open channel mode all radios receiving the data must decode the data and output it on the 1<sup>st</sup> & 2<sup>nd</sup> serial port.
- 4.6 The supplier must provide software where a windows driven PC is available at the base station to capture the base station data and send it to the Server software.
  - TFR will supply the windows PC at the radio base station.
  - This software must run on windows-7
- 4.7 TFR will provide the Server and Oracle database. (Windows 2003/2008 server)
- 4.8 The supplier must provide and setup a RS-232 to Ethernet interface unit which connect to the base station data port and connect via Ethernet to the server.
  - TFR will provide the Ethernet point.
- 4.9 The radio tracking software must support an over the air remote updated request of a specific radio or train.
- 4.10 The receiving and transmitting Train radio must mute the data transmission noise from the speaker at all times.
- 4.11 The messages must be send over the air AND via the 2<sup>nd</sup> RS-232 port in Open channel or Trunk mode.
- 4.12 The sending of the data will be triggered as follows.

Description	Port interval	RF interval
On release of PTT (Open channel only)	Every time	Every time
On a pre defined time period 5-240 min in 1 min intervals.	Every time	Every time
On pre defined distance 10m – 25km in 10m increments.	Every time	Every time
Any one of distance or time must activate the transmission of data which ever occurred first.	Every time	Every time
At pre loaded trigger weigh points	Every time	Every time

4.13 The data structure to be send over the air will be as follows.

Byte No	Description	Bytes	Explanation
1-8	Command	8 hex bytes	"C0010001"
9-11	IDI number	3 hex bytes	Radio number or 4-6 digit train number
12-14	Date(YYMMDD)	3 hex bytes	-Year = 1 byte -Month = 1 byte -Day = 1 byte
15-17	Time(HHMMSS)	3 hex bytes	-Hour = 1byte -Min = 1byte -Sec = 1byte
18-21	GPS latitude ddmm.mmmm	4 hex bytes Deg =1 byte Min = 1 byte Dec min = 1 byte	
22-25	GPS longitude ddmm.mmmm	4 hex bytes Deg =1 byte Min = 1 byte Dec min = 1 byte	
26-27	Speed	2 hex bytes	Real time speed
28	Channel number	1 hex byte	Ch no from 1 -255
29	Signal rssi + vswr	1 hex byte	b6-b0 = rssi x1111111 =128 b7 = 0 vswr Good b7 = 1 vswr Fail
30	Timing	1 hex byte	
31	End char	1 hex byte	"#"

See BBC1789 item 3.3.8.13

The year, month and day shall be converted to hex numbers representing each date field as described in the table above. (E.g. year "06" is 0x06 and day "23" is 0x17 etc.)

The hours, minutes and seconds shall be converted to hex numbers representing each date field as described in the table above. (E.g. hour "23" is 0x17 and minute "10" is 0x0A)

The latitude shall be converted from degrees to hexadecimal number. The following example illustrates this requirement

The year, month and day shall be converted to hex numbers representing each date field as described in the table above. (E.g. year "06" is 0x06 and day "23" is 0x17 etc.)

The hours, minutes and seconds shall be converted to hex numbers representing each date field as described in the table above. (E.g. hour "23" is 0x17 and minute "10" is 0x0A)

The latitude shall be converted from degrees to hexadecimal number. The following example illustrates this requirement:

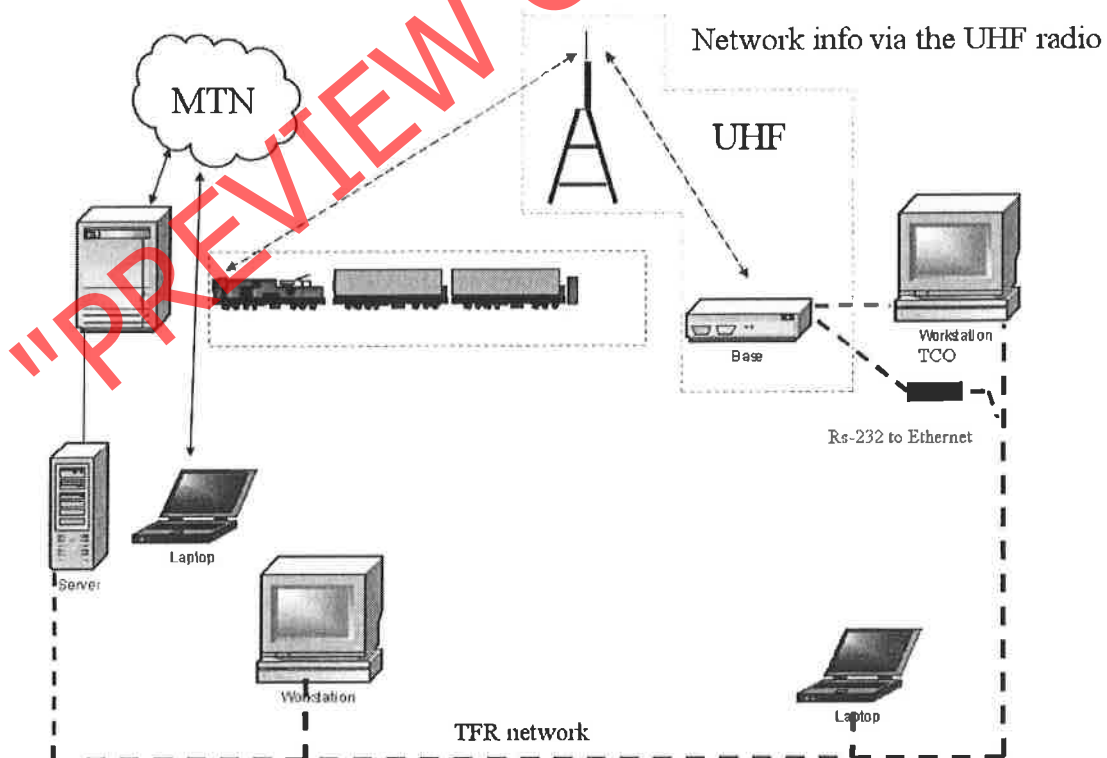
- Degrees ("2810.1214") to hexadecimal number (0x1C) - byte 1 of 4,
- Minutes ("2810.1214") to hexadecimal number (0x0A) - byte 2 of 4,
- Unit decimals and tenth of decimals ("2810.1214") to a hexadecimal number (0x0C) byte 3 of 4 and
- Decimal hundredths and thousandths ("2810.1214") to a hexadecimal number (0x0E) byte 4 of 4

The longitude data shall be converted in a similar manner as that of the latitude.

The speed shall be converted from hundreds and tens ("120.4") to hexadecimal (0x0C) byte 1 of 2 and units and decimal units ("120.4") to hexadecimal (0x04) byte 2 of 2.

The speed must be padded with a 0 hex number if less than 100Km/h (0x09 & 0x5E = "99.4") or 10Km/h (0x00 & 0x5E = "9.4") when converting speed data into hexadecimal bytes.

4.14 Diagram.



## **5. Automatic Trunk radio id identification**

TFR need this option to phase out the Train Number Linking System (TNLS) in the future.

### **5.1 Basic description.**

- 5.1.1 On departure the TRAIN DISPATCHER will register the radio trunk id to a TRAIN NUMBER of ANY length or the Driver will make a once off Trunk call to the departing TCO confirming his departure.
- 5.1.2 The dispatcher PC will check the Oracle data base for registration and popup a message requesting to type in the train number and other information if not activated already.
- 5.1.3 The data will be logged in a central Oracle database.
- 5.1.4 The radio control board will have fix GPS boundaries pre loaded and the base station number to connect to within the boundaries.
- 5.1.5 The control board with GPS capability will send position data on distance and time as set during configuration to the trunk radio base over the control channel in the defined zone.
- 5.1.6 The trunk base will output the data to the TCO dispatcher PC and tracking diagram.
- 5.1.7 The TCO will see the train movement in real time and when moving the mouse over the icon will see the trunk radio id, speed, Driver name, locomotive Number and other info.
- 5.1.8 The radio voice call from the Train to the TCO stay as is while the TCO will get the locomotive radio id he wants to CALL from his train movement diagram.
- 5.1.9 The TCO will be able to interrogate the train radio by sending a data request to its id or train number for updated tracking information.
- 5.1.10 The radio software must support both TNLS and standard MPT1327 calling principles.
- 5.1.12 The selection between TNLS OR standard operation can be by a software configuration OR a new set of firmware.

### **5.2 Requirements.**

- 5.2.1 The supplier must make a proposal how his radio will implement and handle above operation as describe in item-5.1.
- 5.2.1 Item-5.1 must be cost as an additional option.
- 5.2.3 The supplier must provide the dispatcher software and interfaces.

## **6. Automatic channel switching.**

TFR need this option whereby the radio automatically changes the radio channel in open channel mode. The supplier must cost this option as an additional feature.

- 6.1 The add on board processor must identify the radio position via GPS and change the RF channel as per pre programmed ZONE tables.
- 6.2 It must be possible to manually override automatic channel changing.
- 6.3 It must be possible to select between Plan/Voting and automatic channel selection.
- 6.4 The supplier must provide detail how his radio will implement this option.

## **7. Radio main data port.**

- 7.1 A RS-232 data port must be provided sending TRITON data at **4800/8/N/1** on the 1<sup>st</sup> data port. **(As per BBC1789 v1)**



**8. Radio management protocol. (2<sup>nd</sup> data port)**

The purpose is to get radio information for management purposes. The 2<sup>nd</sup> RS-232 port must support the following protocol.

**Baud rate 4800 bits/s, 8 Data bits, N parity, 1 Stop bit**

Description	Command	Received
Get serial number & software version	CS#	\$Saaaaaaaaa:Vx.x#
Get train number or radio id	CT#	\$Snnnnnnnd#
Get full packet	CP#	TrainNo,Latitude,Longitude,Speed,ChNo,RSSI_VSWR

8.1 A programmable VSWR setting must exist in the programming application of the radio. The setting will be between 1-9 to trigger/set the VSWR alarm.

**9. Data messages in Open and Trunk mode.****9.1 In trunk mode .**

- The Radio must ask the driver to type in his 4 digit TNLS train number + day to support the present type of TNLS working.
- If the radio was running in open channel mode previously with a train number then the train number must be inserted automatically.
- This number have a lookup table as defined in the radio specification.
- The data message id will be the train number if TNLS is active or the radio MPT1327 id in standard MPT mode.

**9.2 In RTO mode.**

- The radio must ask the Driver to input his 4 digit train number + day.
- If the radio was running in Trunk mode previously before moving to open channel mode then the trunk train number must be inserted automatically.
- The data message id will be the train number if a train number is used or the radio id if not used.
- This number have NO lookup table.

**9.3 In shunt mode.**

- No data will be send in Shunt mode.

9.4 In trunk mode the message describe in item-4 will only be send in time, distance and waypoint triggering.

9.5 The way point file must handle **100,000 way points**.

9.6 The supplier must make a proposal how his radio will handle way point transmissions in open channel mode and in Trunk areas. The supplier must take note that TCO's operate in boundaries within the larger Trunk network.

### 9.7 Zone file structure (Proposal with typical data)

The purpose of this table is to determine the zone the radio is operating in and on what radio network to send the data as well as the boundaries of the base station id in trunk areas. In open channel mode the radio can just transmit as each TCO has its own dedicated radio network. This table must support 9999 zones.

Zone number (1-9999)	Latitude Zone left	Longitude Zone Top left	Trunk base ID to send to within GPS coordinates or open channel radio channel	Latitude Zone Right bottom	Longitude Zone Right bottom	Network Identifier T=Trunk O=Open channel
4 char	9 char	9 char	10 char	9 char	9 char	1 char
0001	-25.23567	+27.45888	2142001234	-25.73564	+27.95888	"T"
1010	-25.43564	+27.65889	2142005234	-25.13564	+27.05884	"T"
1200	+25.43563	-27.65883	0000000001	+25.13566	-27.05886	"O"
0015	-25.43564	+27.65885	0000000101	-25.13560	-27.05882	"O"
9999	-25.4356	-27.65880	0000000003	+25.13560	+27.05880	"O"

### 9.8 Waypoint file structure (Proposal with typical data)

The purpose of this table is to hold the waypoints locations where to send data. This table must support 100,000 waypoints.

Waypoint Name	Latitude	Longitude	Zone number (1-9999)
20 char	9 char	9 char	4 char
Centre Station-A	-25.23567	27.45888	0001
Centre Station-C	-25.43564	27.65889	0010
W-Board Station-A	+25.43563	-27.65883	5000
Centre Station-H	-25.43564	27.65885	0500
Signal ADG232	S25.4356	E27.6588	9999

**10. Radio software upgrade and management.**

- 10.1 The software packets to program and configure the radio and Add on board must at least be able to run on window-7 and Windows XP.
- 10.2 The loading of the radio firmware and configuration files must be done with out removing the radio. The software upgrade and configuration must be preferable via the handset connector.
- 10.3 The upgrade and configuration of the add on board firmware can be via the 1<sup>st</sup> RS-232 port.
- 10.4. The supplier must provide USER friendly and well documented configuration software.
- 10.5 The radio must have an external connector supporting Computer Control Digital Interface (CCDI). The CCDI commands must be made available to TFR.

**11. Software ownership.**

- 11.1 The radio firmware MUST be changed and supported by the radio manufacturer.
- 11.2 The add on board software can be supported by the radio manufacturer OR radio distributor. (No third party support will be accepted)
- 11.3 All the firmware changed to suite TFR needs belongs to Transnet. The supplier owns the source code and is not allowed to load the TFR firmware in any other commercial radio without Transnet approval.

**12. Design reviews.**

- 12.1 TFR and the supplier will engage in design reviews to clarify and test the radio functions.

End of Annexure-A.

**TRANSNET**  
freight rail

A Division of Transnet SOC Limited

## RAIL NETWORK TELECOMMUNICATION

### SPECIFICATION

# DESIGN SPECIFICATION FOR COMBINED TRUNKED AND OPEN CHANNEL UHF MOBILE TRAIN RADIO WITH DATA CAPABILITY

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#### Circulation Restricted To:

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**I        ANNEXURE**  
**ADDITIONAL FUNCTIONS TO THE COMBINED OPEN CHANNEL AND**  
**TRUNKED TRAIN RADIO**

**I DOCUMENT REVIEWED**

FUNCTION	NAME	TITLE & DIVISION	SIGNATURE	DATE
Reviewed by :	Robert Yates	Manager, Access		10/09/2012
Reviewed by :	Freddie Visser	Frequency Spectrum Management, Rail Network, Telecoms		10 Sept 2012
Reviewed by :	Pierre du Plessis	Quality Assurance, Rail Network, Telecoms		11/09/2012
Reviewed by :	Nick Breytenbach	Senior Technologist, TFR Capital Program		14/9/2012

**II DISTRIBUTION**

Once updated, a copy of the latest revision will be published in the document management system in use. E-mail to this effect will be sent to the relevant personnel or heads of department.

**II DOCUMENT CHANGE HISTORY**

ISSUE NO.	DATE ISSUED	ISSUED BY	HISTORY DESCRIPTION
1.00	October 2005	Irene Steenhagen	New document
2.00	June 2006	LJ Valkanyi	Modified clauses
3.00	May 2008	Graeme Daly	Modified clauses
4.00	June 2012	Graeme Daly	Revised specification

**III CHANGES SINCE LAST REVISION**

CLAUSES	DESCRIPTION
4.21.1; 4.22.1.6; 5.8; 5.7; 6.1.2; 6.3; 6.10; 6.18; 6.19; 6.20; 7.1; 7.2; 7.6; 9.25	Changed
4.22.1.5; 4.22.1.7; 5.8; 5.9; 5.10; 5.13; 6.1.4; 6.1.5; 6.7; 6.14; 6.15; 7.14; 8; 9.7; 9.9; 9.16; 9.24; 9.26; 9.28	Removed
5.14; 5.15; 6.2; 6.7; 11.3	Added

## II ABBREVIATIONS, ACRONYMS AND DEFINITIONS

ABBREVIATIONS AND ACRONYMS	DESCRIPTION
Char	Character
CTC	Central train control
CTCSS	Continuous tone code squelch system
dB(A)	Sound pressure A-weighted
DC	Direct Current
GPS	Global positioning system
ICASA	Independent communication Authority of South Africa
ID	Identification
mW	Milliwatt
PTT	Push to talk
RF	Radio Frequency
Rx	Radio receiver
TCO	Train controlling officer
TNLS	Train Number Linking System
Tx	Radio transmitter
UHF	Ultra High Frequency
VCO	Voltage Control Oscillator
VSWR	Voltage Standing Wave Ratio

DEFINITIONS	DESCRIPTION
Train radio	Radio installed in the locomotive cab
Base station	A radio installed on a desktop most likely at the CTC office
MAP27	Mobile access protocol for MPT1327 equipment
Open Channel	Conventional radio
Trunk mode	MPT1327 Signalling standard for Trunked private land mobile radio system MPT1343 System interface specification for radio units
Shunt mode	Conventional radio used in simplex/shunt yards



## 1. SCOPE

- 1.1 This specification covers the **TRAIN RADIO** design requirements of Transnet for the supply of combined trunked and open channel mobile radio transceivers and associated equipment for use on electric and diesel locomotives, trolleys and CTC office.
- 1.2 The Schedule of Requirements contains the quantities of the equipment to be supplied.

## 2. COMPLIANCE

The design must comply with this specification.

## 3. SERVICE CONDITIONS

- 3.1 The equipment offered must be suitable for continuous operation under the following conditions:

Ambient temperature	: -10° to 60° Celsius.
Relative humidity	: As high as 95 %.
Altitude	: 0 to 2 000 metres.
Air pollution	: Heavily saline laden industrial and locomotive fumes containing metallic dust.

- 3.2 Component parts, including wiring, must be manufactured and processed to ensure reliable operation under these conditions.
- 3.3 The equipment must be suitable for operation under the stated conditions without the use of blower fans, heaters or air-conditioners etc.
- 3.4 Peak noise levels up to 87 dB(A) was measured inside the cab. Suitable noise cancelling circuitry and microphone must be used to obtain an acceptable signal to noise ratio. Refer to sub clause 0 below.

## 4. GENERAL REQUIREMENTS

- 4.1 The radios must be ICASA type approved as well as TFR Rail Network (Transport Telecom Quality Assurance) type approved.
- 4.2 It must be possible to update the parameters and files over the air. (Optional)
- 4.3 The software to program the radio must be compatible with Microsoft Windows XP or better.
- 4.4 The radios supplied must be programmed for open channel working as well as trunked working within the 132 channels allocated to Transport Telecom (400-470 MHz with no degradation to the radio performance or the need for components or module changes. The radio must be able to select any of the channels for simplex simplex/shunt mode operation, at low power. It must be possible for Rail Network Telecom radio maintenance personnel to reprogram the radios if required to do so at a later stage.
- 4.4.1 The radio RF output power must be adjustable between 3 and 20 watts software selectable.
- 4.4.2 The radio must be able to be programmed to 3-watt transmitting power output on simplex/shunt mode without affecting the radio performance.

- 4.5 Locomotive radios must have the following facilities:
- 4.5.1 Audio output power must be greater than 4 watts RMS into a 4-ohm loudspeaker. The minimum power must be 1 watt RMS with volume control set to minimum.
  - 4.5.2 The radio must operate from a  $\pm 13.8$  volt DC power supply.
  - 4.5.3 The radio must be of the "boot mount" type whereby the radio / control head or radio / handset can be linked via cable and work up to 10 m apart.
- 4.6 Transmit failure must be indicated on the handset or display.
- 4.7 Signal strength must be indicated on the handset or display in trunk and conventional mode.
- 4.8 The Tx and Rx frequencies must be reversible, selectable per user defined plan (Tx high, Rx low or visa versa).
- 4.9 VSWR monitoring and faulty antenna indication must be displayed.
- 4.10 User programmable simplex/shunt selection must be available (from all 132 channels).
- 4.11 User programmable plan selection must be available.
- 4.12 TNLS 3 translation is indicated in the attached specification SPC-00874 (included in this tender document).
- 4.13 VCO lock/unlock indication must be displayed.
- 4.14 Software version must be available for display.
- 4.15 The audible data should be muted in both Tx and Rx mode.
- 4.16 "Data Tx" should be indicated on the display.
- 4.17 The selection between trunk, conventional and simplex/shunt modes must not be complicated.
- 4.18 The radio must support CTCSS.
- 4.19 Audible alarms to let operator know that the user can speak or failure to find a site must be available (short beep or long beep).
- 4.20 Trunk frequencies must be barred in conventional and simplex/shunt mode or the programming software must automatically bar the trunked channels.
- 4.21 **Shunt mode**
- 4.21.1 Low power operation must be available in simplex/shunt mode (3 watts).
  - 4.21.2 In simplex/shunt operation mode the 132 channels upper and lower frequencies must be selectable from the handset.
  - 4.21.3 Shunt on simplex mode must be selectable from the handset; any one of the 132 channels must be selectable, if not barred, as a shunt/simplex channel.
  - 4.21.4 The radio must not transmit any data in shunt mode.

## 4.22 Interfaces / Connectors

There must be the following connectors or functionally equivalent connectors on the rear panel of the radio:

- 4.22.1 A RS-232C/V.24 15-pin high density D-type female connector, for connection to an external data device, and for programming of the radio.

## 4.23 Frequencies

- 4.23.1 Except when in simplex mode, the radio must operate in half-duplex (two frequency simplex) mode, with a duplex frequency spacing of 10 MHz, as follows:

- 4.23.1.1 The transmit frequency must be in the range 400 — 470 MHz.

- 4.23.1.2 The receive frequency must be in the range 400 — 470 MHz.

- 4.23.1.3 Channel spacing must be 12.5 kHz. Channel 1 must be defined as 465.0 MHz transmit and 455.0 MHz receive. The radio must be capable of operating on all channels in the specified range.

- 4.23.1.4 A combination of UHF channels in the above frequency band will be used.

- 1.24 The radio must support data in two formats:

The radio must be able to transmit and receive data via the data port in trunked and conventional mode.

## 5. TRUNKED RADIO OPERATION

- 5.1 The radio must operate as a trunked radio in accordance with the MPT 1327 and MPT 1343 standard, except where otherwise indicated in this specification. It must comply with all the mandatory requirements for radio units, as described in these recommendations. Tenderers must indicate which standard options and optional facilities are offered.

- 5.2 Trunk control channel must be displayed.

- 5.3 The short message (SM) data transmission and reception should be available in trunked mode on the control channel. The standard MPT1327 short message string applies.

- 5.4 The radio must monitor the trunk channel while in simplex/shunt mode and raise an alarm to indicate the radio has been called (must be able to switch this function On/Off) (optional).

- 5.5 The radio must revert back to the trunked mode when in simplex/shunt mode after a pre-defined period and no activity is detected on the shunt channel (must be able to switch this function On/Off (software selectable).

- 5.6 Channel dragging must be reduced by changing the algorithm.

- 5.7 The radio must be able to send and receive long data messages up to 1 kilobytes in trunk mode by means of a point to point call (optional).

- Establish a call to the other radio.
  - Sending the data.
  - Clear the call.

- 5.8 The handset/display must display in short or long message mode indications that the radio is busy with transmitting or receiving data.
- 5.9 In trunked mode short or long data packets marked for sending or receiving, must only be sent via the data port if the train number in the data string matches the registered train number ID in the radio.
- Messages and requests from interfaces sent in and out on the port are excluded from this check.
- 5.10 An indication of channel busy or busy transmitting must be available on the data port by raising or lowering the voltage level on a pin as indicated in clause 6.2.
- 5.11 It must be possible to display a 16 character scrollable message on the display sent via the external data port or receiving over the air (optional).
- 5.12 The handset must display the speed (obtained from the GPS receiver) on request (by activating a specific key or group of keys) (optional).
- 5.13 The radio must be capable of initiating and receiving the following MPT 1327 call types:
- 5.13.1 Individual and group voice calls.
  - 5.13.2 Individual and group non-prescribed data calls.
  - 5.13.3 Individual and group short data messages (SDMs).
  - 5.13.4 Individual status messages.
  - 5.13.5 Calls to and from PABX and PSTN services.
  - 5.13.6 Inter-prefix calls.
- 5.14 Since the radio will operate as part of a complete train cab radio system, all numbering and dialing shall be specified elsewhere, and need not comply with the formats specified in MPT 1343.
- 5.15 The radio must have the following MPT 1343 standard options (i.e. the following features must be provided, exactly as described in MPT 1343):
- 5.15.1 Dynamic call duration timer and radio unit clear down on time-out (MPT 1343, sub clause 11.9.2.3.6). The timer is to be displayed during a call.
  - 5.15.2 Vote now (MPT 1343, sub clauses 9.3.3.6 and 11.5.5.4.5). Tenderers are to indicate how control channel information gathered during vote now procedures are handled by the radio.
- 5.16 Background search MPT 1343 standard option (MPT 1343, sub clause 9.3.3.7) must be implemented on the radio (or an alternative method of background search acceptable to Transnet).
- 5.17 **Parameters**
- 5.17.1 The following programmable parameters must be provided (MPT 1343 standard options – see indicated clause numbers):
    - 5.17.1.1 NPON: Number of pressel on messages (sub clause 11.9.2.3.1).

- 5.17.1.2 NPOFF: Number of pressel off messages (sub clause 11.9.2.3.1).
- 5.17.1.3 CLIM: Call limit timer (sub clause 11.9.2.3.6).
- 5.17.1.4 NDD (network dependent data) preference data, sub field lengths and priority (sub clause 9.3.4.2.3).
- 5.17.2 Programmable flags (parameters) must be provided, to selectively bar the following types of calls:
  - 5.17.2.1 All group calls.
  - 5.17.2.2 Interfleet group calls.
  - 5.17.2.3 Interprefix calls.
  - 5.17.2.4 PABX calls.
  - 5.17.2.5 PSTN calls.
  - 5.17.2.6 High priority calls.
  - 5.17.2.7 Emergency calls.
- 5.17.3 It must be possible for Transnet to program all of the mandatory parameters described in MPT 1343, as well as those standard options specified. Tenderers must indicate all deviations from and additions to the standard set of parameters.
- 5.18 Full off-air call set-up (FOACSU) is not required. However, it must be possible to program the radio to ring whilst muting the audio, on receipt of the go to channel message (GTC), and to stop ringing and unmute the audio once the PTT button is pressed for the first time during a call.
- 5.19 **Data Port Protocol**
  - 5.19.1 In trunked radio mode, it must be possible to set up all types of calls supported using the data port only.
  - 5.19.2 Physical Interface: The physical interface of the data port must comply with the MAP 27 Specification section 3.
  - 5.19.3 Data link layer: The data link layer of the data port protocol must be in accordance with section 4 of MAP 27. The data link layer must be capable of handling all network layer messaging transparently.
  - 5.19.4 Transparent data link layer:
    - 5.19.4.1 Data link protocol elements. This section must conform to sub clause 4.3 of the MAP 27 specification.
    - 5.19.4.2 Packet length: The maximum data field length of the packet body must be 255. This necessarily constrains the length of data sent during a data call to 254 bytes at a time.

- 5.19.4.3 Transparency: The transmitting entity must examine the packet body and insert a DLE control character immediately following the occurrence of a DLE character.

The receiving entity must examine the packet body and discard the second DLE of a two-octet DLE-DLE sequence.

#### 5.19.5 Data Terminal Network Layer:

- 5.19.5.1 The data terminal network layer of the data port protocol must comply with section 5 of MAP 27, with the following exceptions:

- (a) Extended data (MST) messaging (MAP 27 sub clause 5.2.2.3).
- (b) Diversion control (MAP 27 sub clause 5.2.2.7).
- (c) Radio personality and control (MAP 27 sub clause 5.2.2.8).

- 5.19.5.2 Where applicable, the radio may respond to functions with a protocol information message indicating that the facility is not supported (MAP 27, sub clause 5.2.2.8.9).

#### 5.19.5.3 Buffered Data:

- (a) With data link layer.
- (b) Without data link layer.

- 5.19.6 Alternative: Should the radio not support MAP27, the supplier must propose an alternative data port protocol, which may be considered at Transnet's discretion.

## 6. OPEN CHANNEL OPERATION

- 6.1 When the radio is configured for working OPEN CHANNEL, the following facilities must be activated:

- 6.1.1 Transmit time-out-timer: This timer must be activated each time the PTT button is pressed, and must disable the radio's transmitter if any continuous transmission lasts longer than a programmable period (typically 30 seconds to 240 seconds).

- 6.1.2 Receiver Scanning: The receiver shall scan a selectable set of channels (plans) if so specified in the schedule of requirement (a separate channel plan and scanning specification will be provided). If receiver scanning is specified, the radio must scan the assigned channels and select the best signal.

- 6.1.3 Busy channel lockout: (Carrier-detect transmit-inhibit.) The transmitter must be disabled if, within the last scan period, RF carrier greater than 6 dB above the usable sensitivity of the radio is detected for more than 0.5 seconds. If the channel is busy and the user presses the PTT button the radio must ignore the PTT button, and no RF must be transmitted.



## 6.2 RS-232 pins

Pin 1	Channel Busy Status (Open channel mode RS-232 levels e.g. -2V to -10V not busy and channel busy +2V to +10V.)
Pin 2	Receive data
Pin 3	Transmit data
Pin 5	Ground
Pin 6	Radio activation status (RS-232 levels e.g. +2V to +10V radio activated and 0V radio not activated.)
Pin 8	Network Type (RS-232 levels e.g. +2V to +10V open channel or trunk mode e.g. -2V to -10V.)

6.3 256 Channels must be available in conventional mode.

6.4 Scanning / voting of 6 channels per plan, with a total of  $\geq 300$  plans must be user selectable.

6.5 The data transmission and reception should be unlimited in open channel mode (optional).

6.6 The selection of conventional channels must be barred in simplex/shunt mode and vice versa.

6.7 The radio must mute received data

6.8 The radio must request an 8-digit numerical number in open channel mode, which will be used to identify the radio or train. After pressing the enter button the standard open channel mode must be entered. Selecting the plan and signal strengths display (optional).

- This will ensure positive identification of radio/trains and ensure messages are referenced to the correct radio/train.
- The radio must not operate without this number (001234 is a valid number).

6.9 It must be possible to check and change the 8-digit train number in open channel mode from the handset (optional).

The standard open channel mode must be entered after executing this function.

6.10 In open channel mode data packets being received over the air must only be sent out on the data port if the radio number in the data string matches the registered radio number in the radio (optional).

6.11 The handset/display must indicate when the radio is busy transmitting or receiving data by displaying the characters "Sending" and "Receiving".

- The standard Tx and Rx LED's on the handset/display must also light up.

6.12 The radio must output an indication on the data port when the PTT is released. The radio must keep transmitting for a pre-defined period to allow the sending of data without switching the repeaters off.

Port output = \$20#

6.13 An indication of channel busy or busy transmitting must be available on the data port.

- Raising a data port pin high or low if busy or get the info from the data port.

6.14 The software must be compatible on both the train and base station radios.

6.15 The radio must revert back to the open channel mode when in simplex/shunt mode after a pre-defined period if no activity is detected on the shunt channel.



- 6.16 It must be possible to call the base in open channel mode by entering the base ID number on the handset and transmit the ID over the air (optional).
- 6.17 The radio must send the radio ID/train number, GPS latitude, longitude, signal strength, channel and speed after releasing the PTT by means of the short message method (optional).
- 6.18 The radio must send the radio ID/train number, GPS latitude, longitude, signal strength, channel and speed when entering any one of the 100 000 pre defined way points by means of the short message method (optional).
- 6.19 The radio must send the radio ID/train number GPS latitude, longitude, signal strength, channel and speed after receiving a request via a data message. It must be possible to request a particular radio for info identifiable by its train number (optional).
- 6.20 The handset must display the GPS coordinates on request (optional).
- 6.21 The radio must monitor the open channel while in shunt mode and raise an alarm via the data channel, to indicate the radio is being called (optional).

## 6.22 **Calls Established by User**

### 6.22.1 Normal Calls:

- 6.22.1.1 When the user needs to make a call he must check the channel busy indication to ensure that the channel is not busy. If the channel is free (radio in normal mode) he may operate the PTT button.
- 6.22.1.2 If selective calling is enabled the radio must automatically transmit its identification code when the PTT button is released (optional).

## 7. **HANDSET**

- 7.1 The handset must incorporate the microphone. (loudspeaker optional).
- 7.2 There should be a volume control on the handset, with preset minimum volume as per clause 4.5.1.
- 7.3 PTT switch should be included in the handset.
- 7.4 The handset should be coupled to the radio via a 1 m curly cord (fully stretched 1.5 – 2 m).
- 7.5 The handset should be robust and should withstand the severe operating and climatic conditions as specified for the radio.
- 7.6 The handset microphone should incorporate an acceptable form of noise cancelling technology.
- 7.7 The keypad should have back lighting with automatic brightness control.
- 7.8 Indications via LED's on the handset/microphone/radio should include Transmit, Receive and or Service (trunked), RTO, Busy, Scan.
- 7.9 All modes of operation, functions and selections should be done from the handset keypad.
- 7.10 The display intensity should be such that it must be clearly visible during the day and night under various lighting conditions.

- 7.11 The handset/microphone should work up to 10 metres from the radio via an extension cable.
- 7.12 The handset should have a robust locking type connector fitted, which is easily removable from the radio or extension.
- 7.13 The handset can form part of the radio installation or be a user issue.
- 7.14 The display should be a high efficiency 8 character 5X5 dot matrix or similar type readable from 1.8 m with a viewing angle X axis 55 degree and Y axis 65 degree or 2 line LCD with scrollable options.

## 8. QUALITY OF MATERIAL

- 8.1 All material used must be of the best quality and of the class most suitable for the purpose for which it is required. Unless otherwise specified or approved, all materials must be to the most recent published standards applicable in the country of origin. Tenderers must quote the authorised standards to which the materials or the equipment offered conform. The workmanship must be of the highest standard.
- 8.2 Where rack sides are not fully equipped, blanking-off panels must be fitted to all vacant positions.
- 8.3 Special attention must be paid to the dust-proofing of the equipment, as it will generally be used near railway stations in dust and smoke-laden atmosphere.
- 8.4 Plastic materials, which may under the influence of heat, light or pressure, decompose or liberate elements or compounds, which are likely to corrode or otherwise affect metals in contact with them must not be used in the construction of the equipment offered by tenderers.
- 8.5 Where different metals are used in conjunction with each other, tenderers must explicitly guarantee that no electrolytic corrosion will occur under operating conditions.
- 8.6 Mounting screws, where used, must not be self-tapping.
- 8.7 The equipment must be solid state throughout.
- 8.8 Solid-state devices are to be so constructed that they may be easily tested for correct functioning without having to disturb wiring.
- 8.9 Printed-wiring boards must be properly washed and, if necessary, neutralised after the etching process so that no hygroscopic crystals remain in the board or printed wiring.
- 8.10 Printed wiring boards must be guaranteed not to promote or permit the growth of fungi under any conditions.
- 8.11 Printed wiring boards must preferably be fitted with robust plugs and sockets or another approved manner of connecting the boards reliably to the wiring. Edge connectors may be used provided that:
  - 8.11.1 A suitable tolerance for the correct fitting of the board between guides and the wiring socket can be guaranteed.
  - 8.11.2 Sufficient contact area is provided to guarantee reliable contact.

- 8.11.3 Sufficient contact pressure is provided to ensure contact but not to remove precious metal from the contacts.
- 8.11.4 In the final protective coating of the boards, no varnish or other protective materials is permitted to cover the contacts.
- 8.11.5 After 500 insertions and withdrawals, there must be no noticeable deterioration of the contacts of either the board or socket.
- 8.12 All printed wiring board's sockets; plugs or edge connectors must be gold plated or better.
- 8.13 Heavy components must not be mounted on printed wiring boards unless it can be guaranteed that the board will stand up to severe handling without fracturing with the components so mounted.
- 8.14 Solid-state boards must be provided on a plug-in or other approved basis so that they can, when necessary, be readily removed for repairs. Tenderers must recommend the quantities of spare units to be kept on hand.
- 8.15 No unmarked and/or untested components may be used.
- 8.16 All components used must be types, which can be readily obtained from local suppliers.
- 8.17 The number of component types must be kept to a minimum consistent with good design of the equipment.
- 8.18 All components must be suitably rated for the function they have to perform without interference to neighbouring material.
- 8.19 Resistors and resistive components must not rise in temperature so that mounting boards or marking thereon are burnt or discoloured.
- 8.20 Electrolytic capacitors must not be used in any critical timing or frequency control circuits.
- 8.21 Fuses must be rated to give adequate protection to the circuits served while not rupturing prematurely.
- 8.22 Illuminated status indicators must be light emitting diodes (LED) types.
- 8.23 Terminations on printed circuit boards must not be made direct to the printed wiring. Where edge connectors are not used, termination to printed wiring must be made via terminal posts.
- 8.24 No termination must have more than one conductor per solder joint.
- 8.25 Soldering direct to the chassis of any equipment must not be permitted. All chassis terminations must be made with soldering tags.
- 8.26 All components must be clearly marked and must be capable of easy reference to circuit diagrams and handbooks to be supplied with the equipment.
- 8.27 The functions of all controls, switches, etc. must be clearly engraved or otherwise permanently marked by means of approved symbols in English.
- 8.28 All pre-set variable controls must be clearly marked and readily identified in the equipment.
- 8.29 All subassemblies and printed circuit boards must be permanently marked with an identification code.

- 8.30 All wiring and terminations between subassemblies must be identified.
- 8.31 Test pins must be provided on all units, subunits and printed circuit boards for the measurement of all important circuit characteristics without the unsoldering of wires. Such test points must be clearly marked and identified in the equipment.
- 8.32 Equipment using plug-in modules must be fitted with guides for the insertion of modules. It must not be possible, to incorrectly insert a module.
- 8.33 The module pins and its locating/guide pins must be ruggedly constructed and must not easily bend, warp or break.
- 8.34 The equipment must be built in such a manner that faulty modules can be easily and quickly detected, removed and replaced, but steps must be taken to minimise unnecessary movements of plug-in modules on a trial and error basis when locating faults.
- 8.35 The equipment layout must be planned to facilitate fault clearance and maintenance.

## 9. CONNECTORS

The connectors required must be suitable for use with communications circuits and power feed circuits.

### 9.1 Electrical Characteristics

- 9.1.1 The contacts must withstand a breakdown voltage of 2 000 volts RMS.
- 9.1.2 The contacts must be silver plated, 1.5 mm in diameter and rated for 11 amperes continuously.
- 9.1.3 The contact resistance must be equal or smaller than 1.5 milli-ohm.

### 9.2 Mechanical Characteristics

- 9.2.1 The insulator must be a neoprene elastomeric material.
- 9.2.2 The contacts must be silver plated and must be suitable for at least 500 mating/un-mating operations.

### 9.3 Climatic Conditions

- 9.3.1 The connector must operate from -40 °C to +85 °C.
- 9.3.2 The connector must seal as per NFC.20010-IP61.
- 9.3.3 The connector must be spray resistant as per NFC.20611.

## 10. TECHNICAL HANDBOOKS

- 10.1 Technical handbooks must be clearly printed in English. Photostat copies will not be acceptable.
- 10.2 Each set of handbooks must include the following:
- 10.2.1 Operating instructions.
- 10.2.2 Complete maintenance instructions.

- 10.2.3 Complete and detailed alignment procedures.
  - 10.2.4 A detailed technical description of the equipment.
  - 10.2.5 Complete circuit diagrams, drawings and photographs of the equipment. The photographs and drawing must clearly indicate component/module location on printed circuit boards etc. All component numbers must be clearly shown.
  - 10.2.6 A list of parts giving the values of all components, i.e. resistors, capacitors, integrated circuit numbers etc., for each schematic drawing.
  - 10.2.7 Detailed printed circuit board wiring diagrams of all layers showing component numbers and positions must be provided. Panel and or unit wiring diagrams must also be provided.
  - 10.2.8 Voltage levels, current values, test points etc., must be clearly indicated on all circuit diagrams.
  - 10.2.9 Complete circuit diagrams of individual modules must be included.
  - 10.2.10 A block schematic of the complete system, indicating all test points as well as the level readings which should be obtained at these points.
  - 10.2.11 All indicated levels in the equipment and in the instruction books must be given in power levels (0 dB = 1 mW into 600 ohms).
  - 10.2.12 All symbols and notations used on drawings and circuit diagrams must preferably comply with the requirements laid down in BS 3939. Where symbols and notations do not comply with these requirements each drawing must be accompanied by a legend clearly detailing BS 3939 equivalents.
  - 10.2.13 Transnet reserves the right to reproduce in whole or in part, by any means whatsoever, any technical handbook or instruction manual supplied by the successful contractor. Any such reproductions will be for the sole use of Transnet.
  - 10.2.14 To enable the personnel of Transnet to become acquainted with the circuitry and design details of the equipment ordered, the successful tenderer must deliver one complete set of handbooks to each centre mentioned in the Schedule of Requirements, delivery to be effected at least one month prior to the commencement of the delivery of the equipment.
- 10.3 Programming software and service manuals to be supplied on a CD-ROM.

11. **APPLICABLE AND RELEVANT DOCUMENTATION**

The equipment must comply with the latest issue of the following specifications:

**APPLICABLE**

DOCUMENT NO.	DESCRIPTION	LOCATION
BBD8635	Technical Specification and Methods of Measurement for Angle Modulated Radio Equipment	Rail Network, Quality Assurance
ISO 9000	Quality Management Systems	Document Control Centre

British Department of Trade and Industry Specification:

MPT 1317	Code of Practice for Transmission of Digital Information over Land Mobile Radio Systems	External
MPT 1327	A signalling Standard for Trunked Private Mobile Radio Systems	External
MPT 1343	System Interface Specification for Radio Units to be used with Commercial Trunked Networks	External

**RELEVANT**

The following additional specifications are referred to:

DOCUMENT NO.	DESCRIPTION	LOCATION
MAP 27	Mobile Access Protocol for MPT 1327 equipment (UADG) (Version 1.5, January 1998)	External
ITU V.24	RS 232	External

**END OF DOCUMENT**



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## **CAPITAL PROGRAM**

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## **SPECIFICATIONS**

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## **LOCOMOTIVE RADIO HANDSET**

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Author: Senior Technologist  
Capital Program

N Breytenbach

Date: 14 May 2013

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"PREVIEW COPY ONLY"

### 1. Description

The handset must control the train radio and be fitted with a mill spec connector. The handset functionalities must be similar or better than the TAIT TMAH5C model handset.

### 2. Requirements:

2.1 Comply with specification: **SPC-00877 v4**

2.2 Work over extension cable specification **BBC5416 v2 or BBC5416 v3**

2.3 For existing train radios the handset must controlling the TAIT TMAH5C model radio.

2.4 The mill spec connector must be fitted. (62IN-16EGM11-12-10P 00823)

2.5 The handset must have a microphone hook connection at the back

### 3. Handset kit:

The kit must consist of the following.

3.1 Handset with 2m fully stretched curly cord and Mil spec connector 62IN-16EGM11-12-10P

3.3 Microphone hook.

3.4 Programmed.



End of specification.



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## **CAPITAL PROGRAM**

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## **SPECIFICATIONS**

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## **LOCOMOTIVE RADIO HANDSET EXTENSION CABLE**

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Author: Senior Technologist  
Capital Program

N Breytenbach

A handwritten signature in black ink, appearing to be 'N Breytenbach'.

Date: 27 May 2013

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"PREVIEW COPY ONLY"

## 1. Description

TFR needs to fit various locomotives with radios and need an extension cable for the radio handset to control head to control the radio.

## 2. Requirements:

- 2.1 The cable core must use a high quality multi stranded colour cable.
- 2.2 The cable must have good screening capabilities and capable to be soldered to ground.
- 2.3 The combined cable must be thin, flexible and strong.
- 2.4 The cable outer must be black.
- 2.5 The extension cable must control the TFR radio without problems up to 10m distance.

## 3. Wiring. (With typical colour coded cable)

Mil Socket (Pins)	Colour	RJ-45 (Pins)
A	Black	1
B	Brown	2
C	Red	3
D	Yellow	4
E	Green	5
F	Orange	6
G	Blue	7
H	Violet	8
J	Screen	Shield
K	-----	No connection

## 4. Cable kit:

The kit must consist of the following.

- 4.1 Screened and flexible multi stranded cable with length as specify in tender requirements.
- 4.2 Mil spec panel mount connector made of at the one end.
- 4.3 RJ45 metal jacket connector with boot made off at the other end.

## 5. Extension cable.



Heat shrink to strengthen the cable

## 6. Connectors



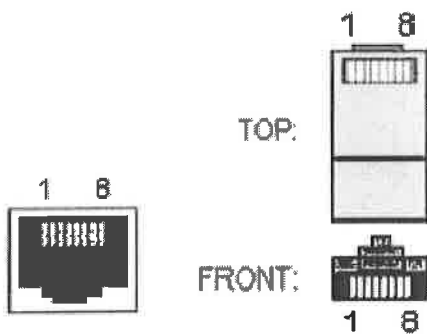
62IN-57A-12-10S 0823



All wires must be covered with heat shrink as well as the combined cable as close to the connector as possible.

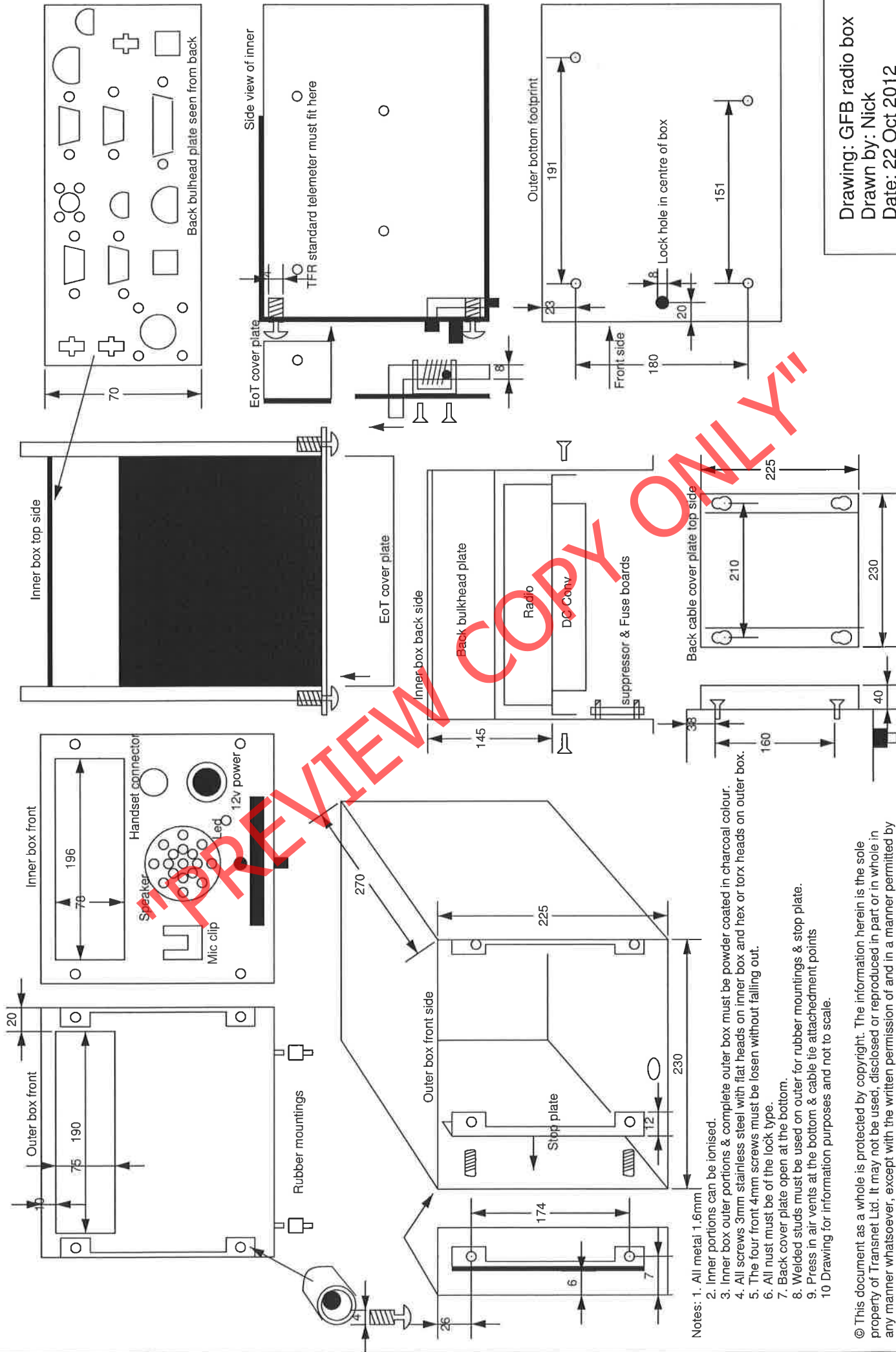
Connector type: 62IN-57A-12-10S 0823

- Male RJ45 connector.



End of specification.





- Notes:
1. All metal 1.6mm
  2. Inner portions can be ionised.
  3. Inner box outer portions & complete outer box must be powder coated in charcoal colour.
  4. All screws 3mm stainless steel with flat heads on inner box and hex or torx heads on outer box.
  5. The four front 4mm screws must be loosened without falling out.
  6. All must be of the lock type.
  7. Back cover plate open at the bottom.
  8. Welded studs must be used on outer for rubber mountings & stop plate.
  9. Press in air vents at the bottom & cable tie attachment points
  - 10 Drawing for information purposes and not to scale.

Drawing: GFB radio box  
 Drawn by: Nick  
 Date: 22 Oct 2012