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**Transnet National Ports Authority**  
an Operating Division of **TRANSNET SOC LTD**  
[Registration Number 1990/000900/30]

## **REQUEST FOR PROPOSAL (RFP)**

### **PROVISION OF ENVIRONMENTAL SERVICES FOR THE PROPOSED FLOATING STORAGE UNIT (FSU) OR FLOATING STORAGE REGASIFICATION UNIT (FSRU) INCLUDING MARINE INFRASTRUCTURE, BULK SERVICE AND GAS PIPELINE FOR THE PROPOSED PORT OF RICHARDS BAY LIQUIFIED NATURAL GAS TERMINAL**

<b>RFP NUMBER</b>	<b>: TNPA/2023/07/0009/36773/RFP</b>
<b>ISSUE DATE</b>	<b>: 04 August 2023</b>
<b>COMPULSORY BRIEFING</b>	<b>: 15 August 2023</b>
<b>CLOSING DATE</b>	<b>: 31 August 2023</b>
<b>CLOSING TIME</b>	<b>: 17h00</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

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Number	Heading
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- T1.2      Tender Data

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### **The Contract**

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TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/07/0009/36773/RFP

DESCRIPTION OF THE SERVICES: PROVISION OF ENVIRONMENTAL SERVICES FOR THE PROPOSED FLOATING STORAGE UNIT (FSU) OR FLOATING STORAGE REGASIFICATION UNIT (FSRU) INCLUDING MARINE INFRASTRUCTURE, BULK SERVICE AND GAS PIPELINE FOR THE PROPOSED PORT OF RICHARDS BAY LIQUEFIED NATURAL GAS TERMINAL

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

Responses to this Tender [hereinafter referred to as a **Tender**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as a **Tenderer**].

<b>DESCRIPTION</b>	<b>PROVISION OF ENVIRONMENTAL SERVICES FOR THE PROPOSED FLOATING STORAGE UNIT (FSU) OR FLOATING STORAGE REGASIFICATION UNIT (FSRU) INCLUDING MARINE INFRASTRUCTURE, BULK SERVICE AND GAS PIPELINE FOR THE PROPOSED PORT OF RICHARDS BAY LIQUEFIED NATURAL GAS TERMINAL.</b>
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) FREE OF CHARGE.</b>

<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted at <b>Transnet National Port Authority, Employee Care Centre (ECC), Ventura Road, Port of Richards Bay on the 15 August 2023, at 10:00am [10 O'clock]</b> for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.</li> </ul>
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TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/07/0009/36773/RFP

DESCRIPTION OF THE SERVICES: PROVISION OF ENVIRONMENTAL SERVICES FOR THE PROPOSED FLOATING STORAGE UNIT (FSU) OR FLOATING STORAGE REGASIFICATION UNIT (FSRU) INCLUDING MARINE INFRASTRUCTURE, BULK SERVICE AND GAS PIPELINE FOR THE PROPOSED PORT OF RICHARDS BAY LIQUEFIED NATURAL GAS TERMINAL

	<p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
<b>CLOSING DATE</b>	<p><b>17:00pm on 31 August 2023</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></p>

## 2. TENDER SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

a) The Transnet e-Tender Submission Portal can be accessed as follows:

Log on to the Transnet eTenders management platform website (<https://transnetetenders.azurewebsites.net>);

- Click on “ADVERTISED TENDERS” to view advertised tenders;
- Click on “SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on “SIGN IN/REGISTER” - to sign in if already registered;
- Toggle (click to switch) the “Log an Intent” button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**



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- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

### **3. CONFIDENTIALITY**

All information related to this RFP is to be treated with strict confidentiality. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. 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 Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

### **4. DISCLAIMERS**

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;




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4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;

4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);

4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.

4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.

4.11. Transnet reserves the right to exclude any Tenderers from the tender 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, as amended. Tenderers are required to indicate in tender returnable [clause 12 on **T2.2-13**], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:

- *unduly high or unduly low tendered rates or amounts in the tender offer;*
- *contract data of contract provided by the tenderer; or*
- *the contents of the tender returnables which are to be included in the contract.*

5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.



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## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderer are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed at <https://secure.csd.gov.za/>. Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number..... and Unique registration reference number.....(Tender Data)

**Transnet urges its clients, suppliers and the general public**

**to report any fraud or corruption to**

**TIP-OFFS ANONYMOUS: 0800 003 056 OR [Transnet@tip-offs.com](mailto:Transnet@tip-offs.com)**



# “HOW TO” GUIDE FOR BIDDERS

REGISTER ON ETENDER PORTAL

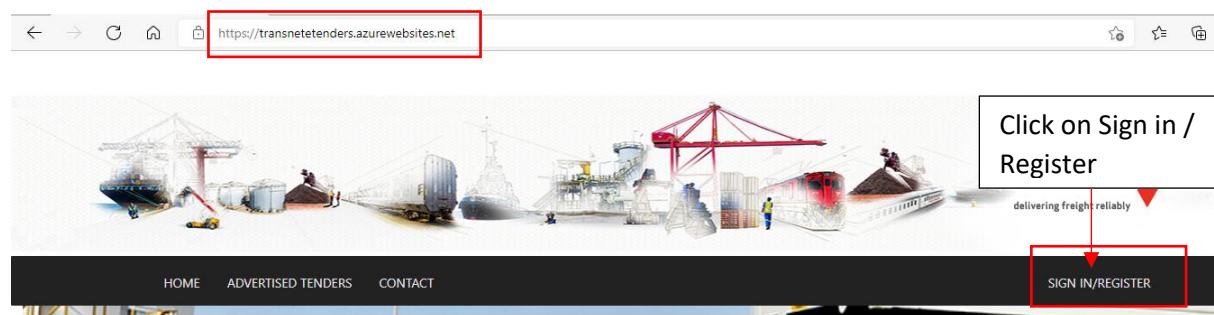
ACCESS TENDERS

**NB: Do not wait for the last minute to register or to bid for a tender. Ensure you complete your process at least 1 day (24hours) before the closing date**

Go to Google Chrome

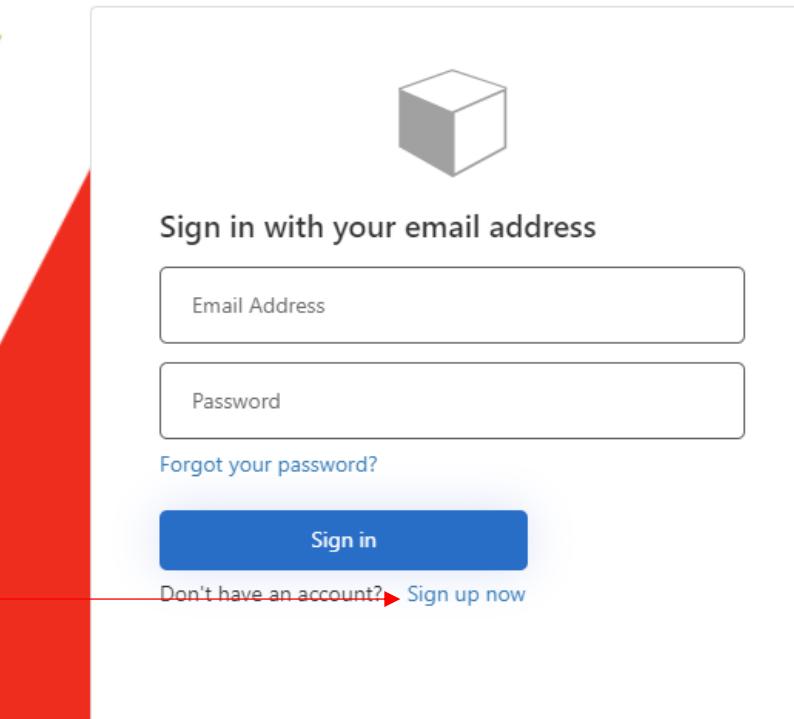


In the address bar type: <https://transnetetenders.azurewebsites.net>





https://transnetetender.b2clogin.com/transnetetender.onmicrosoft.com/b2c\_1\_signupsignin/oauth2/v2.0/authorize?client



Sign in with your email address

Email Address

Password

Forgot your password?

Sign in

Don't have an account? [Sign up now](#)

If not already registered, click on Sign up now.

Ensure that the email you use to sign in is the same as the email that you received from the tender invite on the email, otherwise you will not see the tender



Cancel

**Send verification code**

Country/Region

**Create**

Complete all fields, before selecting “Send verification code” and confirm that all information is correct.

**VERY IMPORTANT:** Each field needs to be completed and not to be left blank

If you do not have a central Supplier Database number, enter the same company registration number in that field.



[Send verification code](#)

After completing all fields, select “Send verification code”. The code will be sent to your email.

< Cancel



Verification code has been sent to your inbox. Please copy it to the input box below.

abc@gmail.com

Verification Code

Verify code    Send new code

Copy the code as received on the email and paste it in the Verification code field  
Then click on Verify code

.....

Forgot your password?

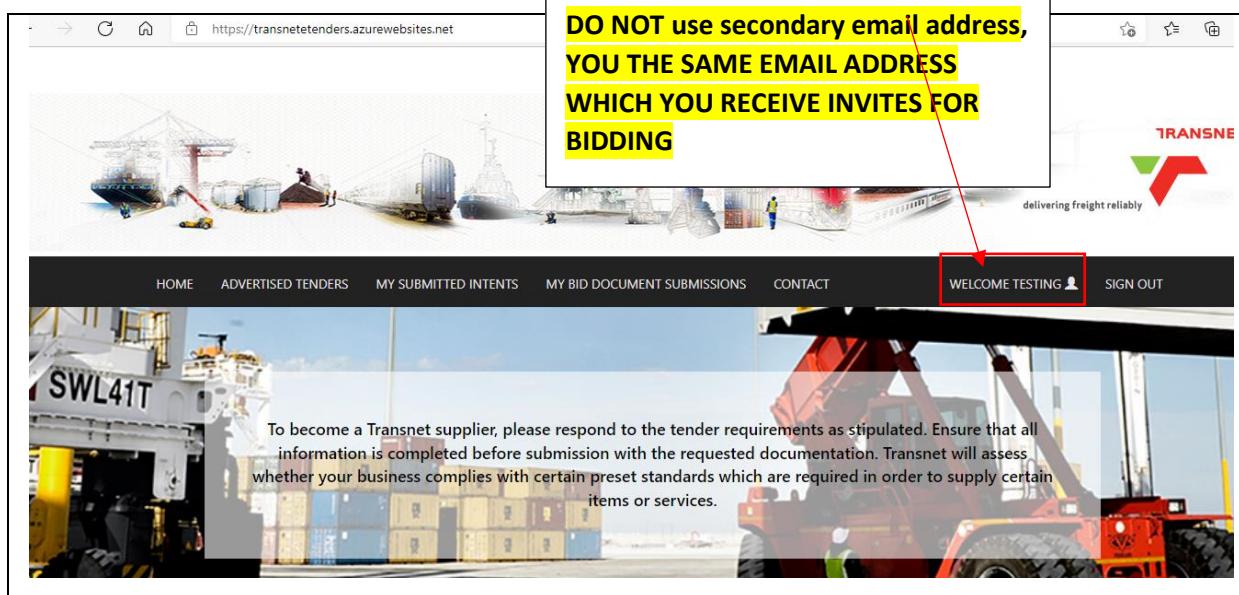
[Sign in](#)

Don't have an account? [Sign up now](#)

Then click on Sign in

Once registered and signed in, the home screen will have “**WELCOME** (Registered user)

**DO NOT use secondary email address, YOU THE SAME EMAIL ADDRESS WHICH YOU RECEIVE INVITES FOR BIDDING**

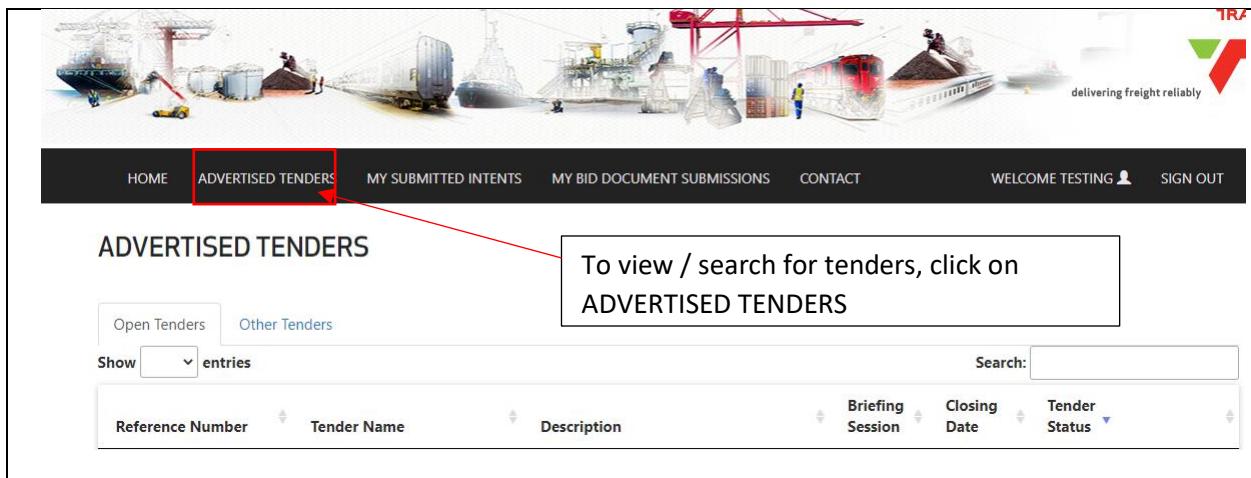


WELCOME TESTING SIGN OUT

To become a Transnet supplier, please respond to the tender requirements as stipulated. Ensure that all information is completed before submission with the requested documentation. Transnet will assess whether your business complies with certain preset standards which are required in order to supply certain items or services.

**ADVERTISED TENDERS**

To view / search for tenders, click on **ADVERTISED TENDERS**



Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status



Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ - Message (HTML)

File   **Message**   Help   Tell me what you want to do

Delete   Archive   **Reply**   **Reply All**   **Forward**   Share to Teams   ATM signed   To Manager   Team Email   Move   Tags   Editing   Read Aloud   Translate   Zoom   Send to OneNote   OneNote   Viva Insights   Add-in

Delete   Respond   Teams   Quick Steps   ...

**Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ**

 SRV-TCC-Etender   To: noreply@transnet.net

**When a bidder receives an email to quote, the bidder needs to register with the email address of the recipient that received the email. If already registered, sign in.**

**NOTE: The details on this email is intended for guidance only and not to be used on the live system**

Dear Suppliers,  
You have been invited to bid and respond to the following tender:

Name Of Tender : TE22-SRX-1FG-02068  
Description : STOP; TOP BUNK, OD 19.5 X HT 6.5 MM  
Tender Number : TE/2022/04/0697/RFQ

Access to this tender will be granted by using this email when you sign up/sign in. To access the tender inform

Kind Regards,  
Transnet eTenders

HOME   ADVERTISED TENDERS   MY SUBMITTED INTENTS   MY BID DOCUMENT SUBMISSIONS   CONTACT   WELCOME TESTING   SIGN OUT

**ADVERTISED TENDERS**

When signed in, select "ADVERTISED TENDERS".

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status
TCC/2021/11/0031/RFQ	For the supply and installation of an air compressor	For the supply and installation of an air compressor for indoor shooting range that operates the laser system and supply air to air guns utilised during training and conduct maintenance on air supply system and hoses.		12/10/2021 12:00:00 PM	Closed
TFR/2021/12/0014/RFQ	ELECTRICAL MATERIAL (CABLES)	SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL (CABLES) FOR A ONCE OFF PERIOD		12/13/2021 4:00:00 PM	Closed
TFR/2021/12/0017/RFQ	CRAC_JHB_36509.	FOR THE SUPPLY AND DELIVERY OF HIGH BACK CHAIRS FOR CTC OFFICES IN CENTRAL, EASTERN AND WESTERN REGIONS, FOR A ONCE OFF PERIOD.		12/14/2021 10:00:00 AM	Closed
TFR/2021/12/0015/RFQ	CRAC-JHB-36313	FOR THE SUPPLY AND DELIVERY OF VARIOUS CLAMPS, TERMINAL LUGS, DROPPER CLIPS AND		1/13/2022 12:00:00	Closed

To manually search and change the view from Closed to Open, click twice on arrow next to “Tender Status”. The arrow pointing down will change to blue and open tenders will be displayed.

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

## ADVERTISED TENDERS

Open Tenders Other Tenders

Show  entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0450/RFQ	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE-062101802 VALVE; TYPE: L-1 LOAD DETECTOR, MEDIA FOR WHICH DESIGNED: WAGONS AIRBRAKE, CONNECTION TYPE: FLANGE, SPECIAL FEATURES: BLUE, WITHOUT PIPE BRACKET; SIMILAR ITEM: 062004338	4/8/2022	10:00:00 AM	<span style="background-color: yellow; color: black;">Open</span>	<a href="#">View Details</a>
TE/2022/04/0494/RFQ	GEAR OIL	OIL, GEAR TYPE SYNTHETIC BRAND NAME MOBILGEAR SHC SERIES GRADE SCH 6800 VISCOSITY RATING 220 TO 320 FLASH POINT 234 DEG C COLOR ORANGE CONTAINER TYPE SACHET 250 G CONTAINER CAPACITY 14 KG FOR USE ON: 39-200 GM, 15E AND 19E LOCOMOTIVES	4/8/2022	10:00:00 AM	<span style="background-color: yellow; color: black;">Open</span>	<a href="#">View Details</a>
TE/2022/04/0495/RFQ	SUPPLY OF CORROSION (NALCOOL) - APPROVED	ITEM NUMBER - 077807563 INHIBITOR, CORROSION; TYPE: COOL-C18, COLOR: RED,	4/8/2022	10:00:00	<span style="background-color: yellow; color: black;">Open</span>	<a href="#">View Details</a>



HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

## ADVERTISED TENDERS

Open Tenders Other Tenders

Show  entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM	4/13/2022	10:00:00 AM	<span style="background-color: yellow; color: black;">Open</span>	<a href="#">View Details</a>

## ADVERTISED TENDERS

Open Tenders Other Tenders

Show  entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM	4/13/2022	10:00:00	<span style="background-color: yellow; color: black;">Open</span>	<a href="#">View Details</a>

To search for a specific tender, the tender number, tender name or description can be used for searching.

When the tender has been identified, click on “View Details”

When the “View Details” has been selected, the following screen will be displayed where the attachments can be viewed or downloaded.

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING  SIGN OUT

## TENDER DETAILS

**Tender Details**

Tender Reference Number	TE/2022/04/0697/RFQ
Name Of Tender	TE22-SRX-1FG-02068
Description	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Type	RFQ
Contact Person	Charl du Preez Transnet Engineering SLR
Contact Person Email Address	Charl.duPreez@transnet.net
Date Published	4/7/2022 3:51:47 PM
Closing Date	4/13/2022 10:00:00 AM
Briefing Date And Time	
Briefing Details	
Location Of Service	Coaches, Salt River

**Briefing Session**

**Closing Date**  
4/13/2022 10:00:00 AM

**Attachments**

-  2.14 Standard Terms and Conditions of Contract [file](#)
-  2.18 Supplier Integrity Pact\_April 2020\_v1.pdf
-  2.19 Non Disclosure Agreement\_April 2020\_v1.pdf
-  2.9 Request for Quotations TE22-SRX-1FG-02068.

If interested to bid, on the same page there's an option to select: **Log an Intent to Bid**. Once selected, an option will appear to “**Submit Intent**” or “**Cancel**”. Click on **Submit Intent**

**Tender Details**

Tender Reference Number	TE/2022/04/0697/RFQ
Name Of Tender	TE22-SRX-1FG-02068
Description	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Type	RFQ
Contact Person	Charl du Preez Transnet Engineering SLR
Contact Person Email Address	Charl.duPreez@transnet.net
Date Published	4/7/2022 3:51:47 PM
Closing Date	4/13/2022 10:00:00 AM
Briefing Date And Time	
Briefing Details	
Location Of Service	Coaches, Salt River
Name Of Institution	TE
Tender Category	Goods
Tender Status	Open



**Intent to Bid**

Your request to log an intent to bid has been successfully submitted.

**Tender Details**

**Tender Reference Number**

**Name Of Tender**

**Description**

**Tender Type** RFQ

**Contact Person** Charl du Preez Transnet Engineering SLR

**Contact Person Email Address** Charl.duPreez@transnet.net

**Date Published** 4/7/2022 3:51:47 PM

**Closing Date** 4/13/2022 10:00:00 AM

**Briefing Date And Time**

**Briefing Details**

**Location Of Service**

**Name Of Institution**

**Tender Category**

**Tender Status**

**Briefing Session**

**Closing Date**  
4/13/2022 10:00:00 AM

**Attachments**

- 2.14 Standard Terms and Conditions of Contract for...
- 2.18 Supplier Integrity Pact\_April 2020\_v1.pdf
- 2.19 Non Disclosure Agreement\_April 2020\_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.pdf

**Log An Intent To Bid**

**Submit Intent** **Cancel**

When the “Submit Intent” is selected, a message will appear to indicate that the request was successfully submitted. Click on close and wait for the next screen.

**HOME** **ADVERTISED TENDERS** **MY SUBMITTED INTENTS** **MY BID DOCUMENT SUBMISSIONS** **CONTACT** **WELCOME TESTING** **SIGN OUT**

**MY SUBMISSION INTENTS**

Show 10 entries

Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM	4/13/2022 10:00:00 AM		<b>View Details</b>

Showing 1 to 1 of 1 entries

The screen should be updated and load the “MY SUBMITTED INTENTS”. To proceed to capturing your bid documents, click on “View Details”





https://transnetetenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

**SUBMISSION INTENT DETAILS**

Tender Summary Ask For Clarity **Submit Tender Documents**

**TE22-SRX-1FG-02068**  
TE/2022/04/0697/RFP

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

**When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on "Submit Tender Documents"**

**Briefing Session**

**Closing Date**  
4/13/2022 10:00:00 AM

**Attachments**

2.14 Standard Terms and Conditions of Contract  
2.18 Supplier Integrity Pact\_April 2020\_v1.pdf  
2.19 Non Disclosure Agreement\_April 2020\_v1.pdf  
2.9 Request for Quotations TE22-SRX-1FG-02068

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

**BID DOCUMENT SUBMISSION**

TE22-SRX-1FG-02068  
Closing Date: 4/13/2022 10:00:00 AM  
TE/2022/04/0697/RFP

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

**The page will be updated to "BID DOCUMENT SUBMISSION", with option to "Choose Files". Note the tabs for Mandatory, Essential, Non Essential, and Other where different documents can be uploaded. Click on "Choose Files"**

**Duplicate documents are not permitted**

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here

Open the file Browser Select File:  
Choose Files No file chosen

Upload Mandatory Documents

**Terms of Use**



A pop-up window will be displayed, where the bidder will need to select the returnable documents. Once the file is located, select the file and open.

Drag & drop mandatory documents here

Open the file Browser Select File:  
Choose Files No file chosen

Upload Mandatory Documents

BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068  
Closing Date: 4/13/2022 10:00:00 AM  
TE/2022/04/0697/RFQ  
STOP: TOP BUNK, OD 19.5 X HT 6.5 MM

**When the file has been successfully transferred, select “Upload Mandatory [or tab name] Documents. The system allows you to upload 30MB per file, you can upload multiple files. Ensure that your internet connection and speed is stable.**

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here

Open the file Browser Select File:  
Choose Files Completed quote XYZ.pdf

Upload Mandatory Documents

Uploaded Documents  
No files uploaded.

TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

The “Uploaded Documents” section will be updated to confirm that the document was uploaded, then click on “Submit Bid”

**⚠ Duplicate documents are not permitted**

Mandatory    Essential    Non Essential    Other

Drag & drop mandatory documents here

Open the file Browser Select File:  
Choose Files    No file chosen

Upload Mandatory Documents

Uploaded Documents

Completed quote XYZ.pdf - Document Type: Mandatory Documents

Delete

**Submit Bid**

**Terms of Use**

Information provided by the bidder through this portal constitute a binding bid submission/response and a commitment to deliver Transnet requirements. Kindly note that the system automatically ranks the outcome of the evaluation of price and BBBEE scoring based on the information provided. Pricing and BBBEE information provided is the responsibility of the bidder to ensure correctness and Transnet will only consider your latest submission made before the closing date.

← Back



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TRANSNET NATIONAL PORTS AUTHORITY

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DESCRIPTION OF THE SERVICES: PROVISION OF ENVIRONMENTAL SERVICES FOR THE PROPOSED FLOATING STORAGE UNIT (FSU) OR FLOATING STORAGE REGASIFICATION UNIT (FSRU) INCLUDING MARINE INFRASTRUCTURE, BULK SERVICE AND GAS PIPELINE FOR THE PROPOSED PORT OF RICHARDS BAY LIQUIFIED NATURAL GAS TERMINAL

## T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts. The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice No 9 of 2008 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010, Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019.

This edition incorporates the amendments made in Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019. (see [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to Tender data for detail that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced in the left-hand column to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Data
C.1.1 The <i>Employer</i> is	<b>Transnet SOC Ltd</b> <b>(Reg No. 1990/000900/30)</b>
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
	<b>Part T: The Tender</b>
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
	<b>Part C: The contract</b>
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing Instructions C2.2 Pricing Schedule

Part C3: Scope of work		C3.1 Scope of Services
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Kabelo Zondo
	Address:	Transnet National Ports Authority, Venture Road, 1 <sup>st</sup> Floor, Open plan, Bayvue Building, Port of Richards Bay, 3900
	Tel No.	011 308 2063
	E – mail	<a href="mailto:Kabelo.zondo@transnet.net">Kabelo.zondo@transnet.net</a>
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	<p><b>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:</b> An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7</p> <p><b><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></b></p> <p><b>2. Stage Two - Functionality:</b> Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is <b>60</b> points.</p> <p>The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11.3 below.</p> <p><b><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></b></p>
C.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. <b>Tenderers must complete and sign the attendance register.</b> Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.	



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**Tenderers are also required to bring their RFP document to the briefing session and have their returnable document T2.2-01 certificate of attendance signed off by the Employer's authorised representative**

C.2.12 No alternative tender offers will be considered.

C.2.13.3 Each tender offer shall be in the **English Language.**

C.2.13.5 The *Employer's* details and identification details that are to be shown on each tender

C2.15.1 offer are as follows:

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number:
- The Tender Description:

Documents must be marked for the attention of:

***Employer's Agent: Kabelo Zondo***

C.2.13.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.

C.2.15 The closing time for submission of tender offers is:

Time: **17:00 on the 31 August 2023**

Location: The Transnet e-Tender Submission Portal:

(<https://transnetetenders.azurewebsites.net>)

### **NO LATE TENDERS WILL BE ACCEPTED**

C.2.16 The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

C.2.23 The tenderer is required to submit with his tender:

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.

**Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, more together with the tender;

3. Proof of registration on the Central Supplier Database;

**Note:** Refer to Section T2.1 for List of Returnable Documents

C3.11 The minimum number of evaluation points for functionality is: **60**

The procedure for the evaluation of responsive tenders is Functionality, Price and Preference:

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
<b>T2.2-02: CV's of Key Persons</b>	<p>CVs for the Key People shall as a minimum include:</p> <ul style="list-style-type: none"> <li>• Environmental Assessment Practitioner (EAP)</li> <li>• Senior Environmental Assessment Practitioner or Project Manager</li> <li>• Project Reviewer with legal competency</li> </ul>	15 10 10	<b>35</b>
<b>T2.2-03: Previous Experience</b>	<p>Tenderers are required to demonstrate previous experience in supplying Environmental Assessment Practitioner (EAP) and environmental services on Environmental Impact Assessments (EIAs) or Basic Assessment for the similar projects in nature. For the purposes of scoring - this means that the</p> <ul style="list-style-type: none"> <li>• Description of the project(s) of similar nature where EIA/BA were applied for and successfully undertaken, and a copy of the Environmental Authorisations obtained.</li> </ul>	30	<b>30</b>
<b>T2.2-04: Approach Paper</b>	<p>The approach paper must describe how the Consultant intends to and will deliver the necessary services. Hereunder, are the 5 elements with prompts to assist with the development of the Approach Paper.</p> <ul style="list-style-type: none"> <li>• Team set up</li> <li>• Impact Assessment</li> <li>• Risk Assessment</li> <li>• Scheduling</li> <li>• Project and Quality Management</li> </ul>	35	<b>35</b>



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<b>Maximum possible score for Functionality</b>		<b>100</b>
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**Only those tenderers who attain the minimum number of evaluation points for Functionality will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from any further consideration.**

### **Functionality Criteria**

The functionality criteria and maximum score in respect of each of the criteria are as follows:

Functionality shall be scored independently by not less than 3 (three) evaluators and averaged in accordance with the following schedules:

- T2.2-02: CV's of Key Persons
- T2.2-03: Previous Experience
- T2.2-04: Approach Paper

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100.

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

**Note: Any tender not complying with the above mentioned requirements, will be regarded as non-responsive and will therefore not be considered for further evaluation. This note must be read in conjunction with Clause C.2.1.**



C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations.

80 where the financial value of one or more responsive tenders received have a value equal to or below R50 million, inclusive of all applicable taxes,

Thresholds	Minimum Threshold
Technical / functionality	60

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	80
Specific goals - Scorecard	20
<b>TOTAL SCORE:</b>	<b>100</b>

Up to 100 minus  $W_1$  tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Status Level of Contributor 1 or 2	5.00
30% black women owned entities	5.00
50+% black youth Owned Entities	5.00
Entities with People with Disabilities	5.00
Non-Compliant and/or B-BBEE Level 3-8 contributors	0.00



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**The following Table represents the evidence to be submitted for claiming preference points for applicable specific goals in a particular tender:**

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn-Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidate scorecard will be accepted) as per DTIC guidelines
30% black women owned entities	B-BBEE Certificate / Sworn-Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidate scorecard will be accepted) as per DTIC guidelines
50+% black youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept)
Entities with People with Disabilities	Certified copy of ID Documents of the Owners and Doctor's note confirming the disability and/or Employment Equity Act 1(EEA1) form

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	80
<ul style="list-style-type: none"> <li>• B-BBEE Level of contributor (1 or 2)</li> <li>• 30% Black Women Owned Entities</li> <li>• 50+% black youth Owned Entities</li> <li>• Entities with People with Disabilities</li> </ul>	20
Total points for Price and Specific Goals must not exceed	100

**Note:** Transnet reserves the right to carry out an independent audit of the tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract.

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;



3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account *inter alia*;  
the tenderer:
  - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
  - b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
  - c) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
  - d) has the legal capacity to enter into the contract,
  - e) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
  - f) complies with the legal requirements, if any, stated in the tender data and
  - g) is able, in the option of the employer to perform the contract free of conflicts of interest.

C.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

## Annex C

### Standard Conditions of Tender

#### C.1 General

##### C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note:* 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

##### C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

##### C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

#### **C.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### **C.1.5 Cancellation and Re-Invitation of Tenders**

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

##### **C.1.6.2 Competitive negotiation procedure**

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **C.1.6.3.2 Option 2**

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

## **C.2 Tenderer's obligations**

### **C.2.1 Eligibility**

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

### **C.2.2 Cost of tendering**

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

### **C.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

#### **C.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

#### **C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

#### **C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

#### **C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

#### **C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

#### **C.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

#### **C.2.10 Pricing the tender offer**

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

#### **C.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

#### **C.2.12 Alternative tender offers**

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

#### **C.2.13 Submitting a tender offer**

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

#### **C.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

#### **C.2.15 Closing time**

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

#### **C.2.16 Tender offer validity**

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

#### **C.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

*Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

#### **C.2.18 Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

#### **C.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

#### **C.2.20 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

#### **C.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

#### **C.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

#### **C.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

### **C.3 The employer's undertakings**

#### **C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

#### **C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

#### **C.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

#### **C.3.4 Opening of tender submissions**

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where

applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

### **C.3.5 Two-envelope system**

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **C.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

### **C.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### **C.3.8 Test for responsiveness**

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.
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**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

#### **C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### **C.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

#### **C.3.13 Acceptance of tender offer**

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

#### **C.3.14 Prepare contract documents**

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

**C.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

**C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

**C.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**C.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

## T2.1 List of Returnable Documents

### 2.1.1 Stage One: this schedule is required for eligibility purposes:

T2.2-01 **Eligibility Criteria Schedule:** Certificate of attendance at Compulsory Tender Clarification Meeting

### 2.1.2 Stage Two: these schedules will be utilised for Functionality evaluation purposes:

T2.2-02 **Evaluation Schedule:** CV's of Key Persons

T2.2-03 **Evaluation Schedule:** Previous Experience

T2.2-04 **Evaluation Schedule:** Approach Paper

### 2.1.3 Returnable Schedules:

#### General:

T2.2-05 Letter of Good Standing

T2.2-06 Authority to submit tender

T2.2-07 Record of addenda to tender documents

T2.2-08 Risk Elements

T2.2-09 Agreement in terms of Protection of Personal Information Act (POPIA)

T2.2-10 Valid proof of Respondent's compliance to Specific Goals evidence  
(Preference Claim Form) requirements stipulated in SBD6.1.

ANNEX G Compulsory Enterprise Questionnaire

### 2.1.4 Agreement and Commitment by Tenderer:

T2.2-11 Non-Disclosure Agreement

T2.2-12 RFP Declaration Form

T2.2-13 RFP – Breach of Law

T2.2-14 Certificate of Acquaintance with Tender Document

T2.2-15 Service Provider Integrity Pact

T2.2-16 Supplier Code of Conduct

T2.2-17 Schedule of Proposed Sub Consultants



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/07/0009/36773/RFP

DESCRIPTION OF THE SERVICES: PROVISION OF ENVIRONMENTAL SERVICES FOR THE PROPOSED FLOATING STORAGE UNIT (FSU) OR FLOATING STORAGE REGASIFICATION UNIT (FSRU) INCLUDING MARINE INFRASTRUCTURE, BULK SERVICE AND GAS PIPELINE FOR THE PROPOSED PORT OF RICHARDS BAY LIQUEFIED NATURAL GAS TERMINAL

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### **2.1.5 Bonds/Guarantees/Financial/Insurance:**

- T2.2-18 Form of Intent to provide a Performance Guarantee
- T2.2-19 Insurance provided by the Consultant
- T2.2-20 Three (3) years audited financial statements

### **2.1.6 Transnet Vendor Registration Form:**

- T2.2-21 Transnet Vendor Registration Form

## **2.2 C1.1 Offer portion of Form of Offer & Acceptance**

### **2.3 C1.2 Contract Data**

### **2.4 C1.3 Forms of Securities**

### **2.5 C2.1 Pricing Instructions Activity Schedule**

### **2.6 C2.2 Priced Activity Schedule**

## T2.2-01: Eligibility Criteria Schedule:

### Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented  
by:

(Name and  
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Transnet National Port Authority, Employee Care Centre (ECC), Ventura Road, Port of Richards Bay	
On (date)	15 August 2023	Starting time: 10:00am

#### Particulars of person(s) attending the meeting:

Name

Signature

Capacity

#### Attendance of the above company at the meeting was confirmed:

Name

Kabelo Zondo

Signature

**For and on Behalf of the  
Employers Agent.**

Date

15 August 2023

## T2.2-02: Evaluation Schedule – CV's of Key Persons

Describe the management arrangements for the *services*.

Submit the following documents as a minimum with your tender document:

1. A sufficiently detailed organogram indicating roles and responsibilities – and the names of the various team members and Key People.
2. CV for the Key People shall as a minimum include:
  - **Environmental Assessment Practitioner (EAP)**
  - **Senior Environmental Assessment Practitioner (Project Manager)**
  - **Project Reviewer with legal competency**
3. The CV's of Key People must include their:
  - **Qualifications**
  - **Years'** of Experience delivering Project Management, EAP, or specialist services (relevant to the role the CV is provided for).
  - **Proof of Registration with EAPASA for the EAP and Senior EAP.**

**Proof of registration/certificate must be valid at the closing date and time of the tender.**

**Note:** Copies of qualifications and Certificate of professional registration must be submitted with the tender document.

The qualifications referred to in this schedule are South African qualification as per the South African Qualifications Authority (SAQA) and regulated in terms of the National Qualifications Framework Act No. 67 of 2008. Where a CV makes reference to qualifications obtained outside of South Africa the tenderer should demonstrate that these are equivalent to the South African National Qualifications Framework (NQF levels).

### Attached submissions to this schedule:

.....

.....

.....

The scoring of the CV's of Key People will be as follows:

	<b>ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP)</b>	<b>SENIOR EAP OR PROJECT MANAGER</b>	<b>PROJECT REVIEWER WITH LEGAL COMPETENCY</b>
<b>(35)</b>	<b>(15)</b>	<b>(10)</b>	<b>(10)</b>
<b>Score 0</b>	The tenderer has submitted no information OR the tenderer does not possess the minimum Qualification nor years of experience or both	The tenderer has submitted no information OR the tenderer does not possess the minimum Qualification nor years of experience or both	The tenderer has submitted no information OR the tenderer does not possess the minimum Qualification nor years of experience or both
<b>Score 20</b>	<p><b>Qualifications:</b> They are in possession of a relevant Natural Science Degree.</p> <p><b>Years of experience:</b> They have <math>\leq 2</math> years on-the-job EAP experience in conducting EIAs</p>	<p><b>Qualifications:</b> They are in possession of a relevant Natural Science Degree.</p> <p><b>Years of experience:</b> They have <math>\leq 4</math> years relevant on-the-job management experience.</p>	<p><b>Qualifications:</b> They are in possession of a relevant Law Degree.</p> <p><b>Years of experience:</b> They have <math>\leq 2</math> years relevant experience in the field of Environmental management and Impact Assessments reviews.</p>
<b>Score 40</b>	<p><b>Qualifications:</b> They are in possession of a relevant Natural Science Degree.</p> <p><b>Years of experience:</b> They have <math>&gt; 2</math> years but <math>\leq 6</math> years of on-the-job EAP experience in conducting EIAs.</p>	<p><b>Qualifications:</b> They are in possession of a relevant Natural Science Degree.</p> <p><b>Years of experience:</b> They have <math>&gt; 4</math> years but <math>\leq 8</math> years of relevant on the job Management experience</p>	<p><b>Qualifications:</b> They are in possession of a relevant Law Degree.</p> <p><b>Years of experience:</b> They have <math>&gt; 2</math> years but <math>\leq 6</math> years of relevant experience in the field of Environmental management and Impact Assessments reviews.</p>
<b>Score 60</b>	<p><b>Qualifications:</b> They are in possession of a relevant Natural Science Degree,</p> <p><b>Years of experience:</b> They have <math>&gt; 6</math> yrs but <math>\leq 10</math> years of on-the-job EAP experience in conducting EIAs.</p>	<p><b>Qualifications:</b> They are in possession of a relevant Natural Science Degree.</p> <p><b>Years of experience:</b> They have <math>&gt; 8</math> yrs but <math>\leq 10</math> years of relevant on-the-job Management experience.</p>	<p><b>Qualifications:</b> They are in possession of a relevant Law Degree.</p> <p><b>Years of experience:</b> They have <math>&gt; 6</math> yrs but <math>\leq 10</math> years of relevant experience in the field of Environmental management and Impact Assessments reviews.</p>



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	ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP)	SENIOR EAP OR PROJECT MANAGER	PROJECT REVIEWER WITH LEGAL COMPETENCY
Score 80	<p><b>Qualifications:</b> They are in possession of a relevant Natural Science Degree with Honours,</p> <p><b>Years of experience:</b> They have <math>&gt;10</math> yrs but <math>\leq 12</math> years on-the-job EAP experience in conducting EIAs.</p>	<p><b>Qualifications:</b> They are in possession of a relevant Natural Science Degree with Honours.</p> <p><b>Years of experience:</b> They have <math>&gt;10</math> but <math>\leq 15</math> years of relevant on-the-job Management experience.</p>	<p><b>Qualifications:</b> They are in possession of a relevant Law Degree with master's in environmental Law.</p> <p><b>Years of experience:</b> They have <math>&gt;10</math> but <math>\leq 12</math> years of relevant experience in the field of Environmental management and Impact Assessments reviews</p>
Score 100	<p><b>Qualifications:</b> They are in possession of a relevant master's degree in Natural Science,</p> <p><b>Years of experience:</b> They have <math>&gt;12</math> years of on-the-job EAP &amp; Project Management experience in conducting SEAs or EMFs</p>	<p><b>Qualifications:</b> They are in possession of a relevant master's degree in Natural Science.</p> <p><b>Years of experience:</b> They have <math>&gt;15</math> years relevant on-the-job management experience.</p>	<p><b>Qualifications:</b> They are in possession of a relevant Law Degree with master's in environmental Law.</p> <p><b>Years of experience:</b> They have <math>&gt;12</math> years relevant experience in the field of Environmental management and Impact Assessments reviews</p>

## **T2.2-03: Evaluation Schedule - Previous Experience**

## **Note to tenderers:**

Tenderers are required to demonstrate previous experience in supplying Environmental Assessment Practitioner (EAP) services on Environmental Impact Assessments (EIAs) or Basic Assessment for gas storage, gas transmission facilities or related infrastructure in marine environment. The tenderer shall supply a list/table and description of gas related infrastructure projects where Environmental approvals were required.

For the purposes of scoring - this means that the tenderer must submit with their tender document the following:

1. A list/table and description of the Environmental Assessment Practitioner (EAP) services for the gas related infrastructure projects undertaken in marine environment and a copy of an Environmental authorisation obtained.

**Index of documentation attached to this schedule:**

The scoring of the Previous Experience will be as follows:

<b>Previous Experience of the EAP (30)</b>	
<b>Score 0</b>	The tenderer has submitted no information, or a tenderer has submitted a list of projects with no Environmental Authorisation, or the authorization obtained and submitted is not of similar nature
<b>Score 20</b>	The tenderer has EAP experience in conducting $\leq 2$ EIAs/BAs for gas storage, gas transmission facility, or similar infrastructure project(s) in marine environment.
<b>Score 40</b>	The tenderer has EAP experience in conducting $> 3$ but $\leq 6$ EIAs/BAs for gas storage, gas transmission facility, or similar infrastructure project(s) in marine environment.
<b>Score 60</b>	The tenderer has EAP experience in conducting $> 6$ but $\leq 10$ EIAs/BAs for gas storage, gas transmission facility, or similar infrastructure project(s) in marine environment.
<b>Score 80</b>	The tenderer has EAP experience in conducting $> 10$ but $\leq 12$ EIAs/BAs for gas storage, gas transmission facility, or similar infrastructure project(s) in marine environment.
<b>Score 100</b>	The tenderer has EAP experience in conducting $> 12$ EIAs/BAs for gas storage, gas transmission facility, or similar infrastructure project(s) in marine environment.

## **T2.2-04: Evaluation Schedule - Approach Paper**

### **Note to tenderers:**

The approach paper provides the *Consultant* with an opportunity to describe how the *Consultant* intends to and will deliver the necessary *services*. The approach paper should be in an essay format and must respond to the Scope of Services supplied as part of this tender document. The *Consultant* should take this opportunity to fully express themselves, but without making unrealistic commitments.

The Approach Paper must include a concise introduction and describe the necessary project set up for delivery of the *services*. The approach paper must be specific to the project scope and not necessarily be a duplicated EIA/BA process.

Hereunder, are the 5 elements with prompts to assist with the development of the Approach Paper.

### **1. TEAM SET UP**

1.1 How will the team of Key People be set up to perform the various components of the Scope?

1.2 The *Consultant* should discuss team composition – carefully setting out the various and required roles indicating who will be fulfilling each role.

1.3 How will the roles of Project Manager, EAP and Specialists function?

1.4 Has the *Consultant* worked with the Specialists before? What are their credentials?

### **2. IMPACT ASSESSMENT**

2.1 How will this task be undertaken?

2.2 How will Stakeholder Engagement be co-ordinated?

2.3 What are the gaps in the current available information? Are any further Specialist studies anticipated?

### **3. RISK ASSESSMENT**

3.1 What are the foreseeable risks to completing the Project on time? How can these risks be mitigated?

#### 4. SCHEDULING

- 4.1 The consultant is to provide realistic project timelines as part of the methodology. How will the processes timelines be shortened to aid obtain approvals, exemptions, and other applicable permits on planned schedule?
- 4.2 Consultant must propose a timeline or draft schedule for the required services. Make specific reference to what the Consultant considers to be key milestones.
- 4.2 How, and in what order, will the necessary tasks be undertaken?
- 4.3 What are the possible risks that can affect the schedule? How has this been incorporated into the planning?

#### 5. PROJECT AND QUALITY MANAGEMENT

- 5.1 The *Consultant* must highlight the issues of importance that are specific to this project and explain the technical approach that would be adopted to address them.
- 5.2 The approach paper should explain the methodologies which are to be adopted (internal and external communications, chain of custody, technical reporting, quality assurance and quality control, etc.) to successfully execute the Services.
- 5.3 The approach should also include and outline the processes, procedures and associated resources required, to meet the objectives of the *services* and indicate how risks will be managed.

The *Consultant* must be as descriptive as possible in outlining the proposed approach or "methodology" to be applied in achieving the *Employer's* objectives, on achieving the regulatory and statutory requirements placed on the *Employer*, and on providing the Scope of Services described and implied in this tender on time and in full.

The scoring of the approach paper must address the following 5 elements in detailed.

- Team set up.
- Impact Assessment.
- Risk Assessment.
- Scheduling; and
- Project and Quality management.

	<b>Approach Paper (35)</b>
<b>Score 0</b>	The <i>Consultant</i> has submitted no information to determine a score.
<b>Score 20</b>	The <i>Consultant</i> has misunderstood the Scope of Services and proposed approach paper does not correlate with the required scope of works, lacks clarity and does not deal with the critical aspects of the project.
<b>Score 40</b>	All five (5) key elements were mentioned in the approach paper, however either one (1) to four (4) element(s) does not address the project objectives and deliverables.
<b>Score 60</b>	All 5 (five) key elements were addressed and are aligned with the project objectives and deliverables. The approach paper is tailored to address specific project objectives and requirements.
<b>Score 80</b>	All 5 (five) key elements were addressed and are aligned with the project objectives and deliverables. The approach paper is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur while delivering services. The <i>Consultant</i> has described in the approach paper how Cost or Schedule constraints can be minimized by maximizing resource utilization.
<b>Score 100</b>	All 5 (five) key elements were addressed and are aligned with the project objectives and deliverables. The <i>Consultant</i> has described in the approach paper how both Cost and Schedule constraints can be minimized by maximizing resource utilization. The approach to managing risk etc. is specifically tailored to the critical aspects of the project.

## **T2.2-05 Letter/s of Good Standing with the Workmen's Compensation Fund**

Attached to this schedule is the Letter/s of Good Standing.

- 1.
- 2.
- 3.
- 4.

Name of Company/Members of Joint Venture:

## **T2.2-06: Authority to submit a Tender**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for his category of organisation or alternatively attach a certified copy of a company / organisation document which provides the same information for the relevant category as requested here.

<b>A - COMPANY</b>	<b>B - PARTNERSHIP</b>	<b>C - JOINT VENTURE</b>	<b>D - SOLE PROPRIETOR</b>

### **A. Certificate for Company**

I, \_\_\_\_\_, chairperson of the board of directors of \_\_\_\_\_, hereby confirm that by resolution of the board taken on \_\_\_\_\_ (date), Mr/Ms \_\_\_\_\_, acting in the capacity of \_\_\_\_\_, was authorised to sign all documents in connection with this tender offer and any contract resulting from it on behalf of the company.

Signed

Date

Name \_\_\_\_\_

Position \_\_\_\_\_

Chairman of the Board of Directors

### **B. Certificate for Partnership**

We, the undersigned, being the **key partners** in the business trading as \_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_, acting in the capacity of \_\_\_\_\_, to sign all documents in connection with the tender offer for Contract \_\_\_\_\_ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

NOTE: This certificate is to be completed and signed by the full number of Partners necessary to commit the Partnership. Attach additional pages if more space is required.

### C. Certificate for Joint Venture

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

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

**Furthermore we attach to this Schedule a copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.**

Name of firm	Address	Authorising signature, name (in caps) and capacity

### D. Certificate for Sole Proprietor

---

I, \_\_\_\_\_, hereby confirm that I am the sole owner of the business trading as \_\_\_\_\_.

Signed

Date

Name

Position

Sole Proprietor

## T2.2-07: Record of Addenda to Tender Documents

This schedule as submitted confirms that the following communications received from the *Employer* before the submission of this tender offer, amending the tender documents, have been taken into account in this specific tender offer:

	<b>Date</b>	<b>Title or Details</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

## **T2.2-08: Risk Elements**

Tenderers to identify and evaluate the potential risk elements associated with the Works and possible mitigation thereof. The risk elements and the mitigation as identified thereof by the Tenderer are to be submitted.

If No Risks are identified "No Risks" must be stated on this schedule.

Tenderers are also to evaluate any risk/s stated by the *Employer* in Contract Data Part C1, and provide possible mitigation thereof.

Tenders to note: Notwithstanding this information, all costs related to risk elements which are at the Contractor's risk are deemed to be included in the tenderer's offered total of the Prices.

## **T2.2-09: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

### **1. PREAMBLE AND INTRODUCTION**

- 1.1. The rights and obligation of the Parties in terms of the Protection of Personal Information Act, 4 of 2013 ("POPIA") are included as forming part of the terms and conditions of this contract.

### **2. PROTECTION OF PERSONAL INFORMATION**

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":  
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:  
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (.....) **insert name of Tenderer/Contractor** hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/07/0009/36773/RFP

DESCRIPTION OF THE SERVICES: PROVISION OF ENVIRONMENTAL SERVICES FOR THE PROPOSED FLOATING STORAGE UNIT (FSU) OR FLOATING STORAGE REGASIFICATION UNIT (FSRU) INCLUDING MARINE INFRASTRUCTURE, BULK SERVICE AND GAS PIPELINE FOR THE PROPOSED PORT OF RICHARDS BAY LIQUEFIED NATURAL GAS TERMINAL

shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.

- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party , cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.



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2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .

2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

**The Operator is required to provide confirmation that all measures in terms of the POPIA are in place when processing personal information and the information of a third party received from Transnet:**

<b>YES</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>
------------	--------------------------	-----------	--------------------------

2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

2.14. Should a Tenderer have any complaints or objections to processing of its personal information, by Transnet, the Tenderer can submit a complaint to the Information Regulator on <https://www.justice.gov.za/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za

### **3. SOLE AGREEMENT**

3.1. The Agreement, constitute the sole agreement between the parties relating to the subject matter referred to in paragraph 1.1 of this and no amendment/variation/change shall be of any force and effect unless reduced to writing and signed by or on behalf of both parties.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021



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Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

..... (Pty) Ltd

(Operator)

Authorised signatory for and on behalf of ..... (Pty) Ltd who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

## **T2.2-10: Valid Proof of Respondent's Compliance to Specific Goals Evidence (Preference Claim Form) Requirements Stipulated in Sbd 6.1. Annex G Compulsory Enterprise Questionnaire**

The following particulars hereunder must be furnished.

In the case of a Joint Venture, separate enterprise questionnaires in respect of each partner/member must be completed and submitted.

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

**Section 5: Particulars of sole proprietors and partners in partnerships**

Name	Identity number	Personal income tax number

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 6: Particulars of companies and close corporations**

Company registration number \_\_\_\_\_

Close corporation number \_\_\_\_\_

Tax reference number: \_\_\_\_\_

**Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.**

**Section 8: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.**

---

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise  
name

## SBD 6.1

### PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Specific Goals contribution. Transnet will award preference points to companies who provide valid proof of evidence as per the table of evidence in paragraph 4.1 below.

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Preference points for this bid shall be awarded for:
  - (a) Price;
  - (b) B-BBEE Status Level of Contribution; and
  - (c) Any other specific goal determined in the Transnet preferential procurement policy
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<ul style="list-style-type: none"><li>• B-BBEE Level of contributor (1 or 2)</li><li>• 30% Black Women Owned Entities</li><li>• 50+% black youth Owned Entities</li><li>• Entities with People with Disabilities</li></ul>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.
- 1.6 The purchaser 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 the purchaser.

## 2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level 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;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“EME”** means an Exempted Micro Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **“functionality”** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **“Price”** includes all applicable taxes less all unconditional discounts.
- (i) **“Proof of B-BBEE Status Level of Contributor”**
  - i) the B-BBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **“QSE”** means a Qualifying Small Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **“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.
- (l) **“Specific goals”** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:  
80/20

$$Ps = 80 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below::

Specific Goals	Acceptable Evidence
B-BBEE Level of contributor (1 or 2)	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
<ul style="list-style-type: none"><li>• 30% Black Women Owned Entities</li><li>• 50+% black youth Owned Entities</li></ul>	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities with People with Disabilities	Certified copy of ID Documents of the Owners and Doctor's note confirming the disability and/or Employment Equity Act 1(EEA1) form

4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	<b>B-BBEE Certificate &amp; Sworn Affidavit</b>
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned)

	[Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>1</sup></b>	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 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 sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% 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 sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 5. BID DECLARATION

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

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1

- 6.1 B-BBEE Status Level of Contribution: . = .....(maximum of or 20 points)

<sup>1</sup> In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

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(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## **7. SUB-CONTRACTING**

## 7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

**YES** **NO**

### 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE.

***(Tick applicable box)***

YES  NO

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

#### 8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole proprietor
- Close corporation

---

- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional Service provider
- Other Service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser 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) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and

directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(f) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>	<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p>
--	---

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

#### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> in the enterprise, employed by the state?

**YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

<sup>2</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.


2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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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.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am 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 ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## **T2.2-11 NON-DISCLOSURE AGREEMENT**

**Note to tenderers: This Non-Disclosure Agreement is to be completed and signed by an authorised signatory:**

**THIS AGREEMENT** is made effective as of ..... day of ..... 20..... by and between:

**TRANSNET SOC LTD**

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Transnet Corporate Centre 138 Eloff Street , Braamfontein , Johannesburg 2000

and

.....  
.....

(Registration No. ....), a private company incorporated and existing under the laws of South Africa having its principal place of business 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 Tender Document.

### **IT IS HEREBY AGREED**

#### **1. INTERPRETATION**

In this Agreement:

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1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

1.2 **Bid or Bid Document** (hereinafter Tender) 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 Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 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 Tender without the prior written consent of the other party.

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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 Tender 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 Tender 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 Tender 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 Tender 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.

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- 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.

Signed

Date

Name

Position

Tenderer

## T2.2-12: RFP Declaration Form

NAME OF COMPANY: \_\_\_\_\_

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

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:

*[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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Indicate nature of relationship with Transnet:

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

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 company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this tender 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" below).
7. We further accept that Transnet reserves the right to reverse a tender award 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.
8. We have acquainted ourselves and agree with the content of **T2.2-15** "Service Provider Integrity Pact".

For and on behalf of
.....
duly authorised thereto
Name:
Signature:
Date:

#### **IMPORTANT NOTICE TO TENDERERS**

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer 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 Tenderers 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 tenderer on its List of Excluded Bidders.

## T2.2-13: Request for Proposal – Breach of Law

NAME OF COMPANY: \_\_\_\_\_

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 Tenderer 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:

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DATE OF BREACH:

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

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

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SIGNATURE OF TENDER

## **T2.2-14 Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

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1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.
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 tender/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 Tender 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 Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer
5. The Tenderer has arrived at the accompanying Tender 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 Tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

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- a) prices;
- b) geographical area where 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 Tender;
- e) the submission of a tender which does not meet the specifications and conditions of the tender; or
- f) Tendering with the intention not winning the tender.

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 Services to which this tender relates.

8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender 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 tenders and contracts, tenders 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. In addition, Tenderers that submit suspicious tenders 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 on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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SIGNATURE OF TENDERER

## **T2.2-15: Service Provider Integrity Pact**

**Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form that that have acquainted themselves with, and agree with the content.**

**The contract with the successful tenderer will automatically incorporate this Integrity Pact and shall be deemed as part of the final concluded contract.**

### **INTEGRITY PACT**

Between

#### **TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

The Contractor (hereinafter referred to as the "Tenderer/Service Providers/Contractor")

## PREAMBLE

Transnet values full compliance with all relevant laws and regulations, ethical standards and the principles of economical use of resources, fairness and transparency in its relations with its Tenderers/Service Providers/Contractors.

In order to achieve these goals, Transnet and the Tenderer/Service Provider/Contractor hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Tenderer's/Service Provider's/Contractor's application for registration with Transnet as a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and/or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Tenderers/Service Providers/Contractor's will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

## 1 OBJECTIVES

- 1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
  - a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
  - b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

## 2 COMMITMENTS OF TRANSNET

Transnet commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles:

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage

from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

### 3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
  - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
  - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
  - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
  - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special

privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
  - a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
  - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.

3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.

3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

## 4 INDEPENDENT TENDERING

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender 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 tendering.
- 4.3 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 Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
  - f) tendering with the intention of not winning the Tender.

- 4.4 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 his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders 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.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. 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.

## 5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst

others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

- 5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

## 6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future

business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
  - a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
  - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
  - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
  - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
  - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
  - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
    - (i) he made the statement in good faith honestly believing it to be correct; and
    - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
  - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
  - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National

Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## 7 PREVIOUS TRANSGRESSIONS

7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.

7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

## 8 SANCTIONS FOR VIOLATIONS

8.1 Transnet shall also take all or any one of the following actions, wherever required to:

- Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation to the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/ Service Provider/Contractor may continue;
- Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor;
- Recover all sums already paid by Transnet;
- Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest;
- Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and

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- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

## 9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, *inter alia*, a situation in which:
  - a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
  - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
  - a) Private gain or advancement; or
  - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.
- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:
  - a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
  - b) must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

## 10 DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever

possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

## 11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

I ..... duly authorised by the tendering entity, hereby certify that the tendering entity are **fully acquainted** with the contents of the Integrity Pact and further **agree to abide by it** in full.

Signature .....

Date .....

## **T2.2-16: Supplier Code of Conduct**

Transnet SOC Limited 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 Procurement Policy – A guide for Tenderers.
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (BBBEE)
- The Prevention and Combating of Corrupt Activities Act (PRECCA); and
- The Construction Industry Development Board Act (CIDB Act).

This code of conduct has been included in this contract to formally appraise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

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

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

#### ***1. Transnet SOC Limited will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.***

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:

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

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

**2. *Transnet SOC Limited 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 practices.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

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

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
  - Collusion;
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
  - Corrupt activities listed above; and
  - Harassment, intimidation or other aggressive actions towards Transnet employees.

- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence 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 SOC Limited.

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

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then Transnet reserves its right to review doing business with these suppliers.

I, \_\_\_\_\_ of \_\_\_\_\_

*(insert name of Director or as per  
Authority Resolution from Board of  
Directors)* \_\_\_\_\_ *(insert name of Company)*

hereby acknowledge having read, understood and agree to the terms and conditions set out in the "Transnet Supplier Code of Conduct."

Signed this \_\_\_\_\_ on \_\_\_\_\_ day \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
Signature

## T2.2-17: Schedule of Proposed Sub Consultants

**Tenderer to note that any deviations from this list of proposed sub-consultants will be subject to acceptance by the *Employer's Agent* in terms of the Conditions of Contract. Please also read the applicable Z Clauses in the Contract Data by Employer.**

Provide information of the Sub-consultants below:

	<b>Name of proposed Sub-consultants</b>	<b>Proposed Sub-consultant : National Treasury Central Supplier Database Registration Number</b>	<b>Nature and extent of work</b>	<b>B-BBEEE Certificates or Sworn Affidavit attached to this schedule? Yes/No</b>	<b>Amount of work sub-consulted in Rands (excl. 15% Vat)</b>	<b>Percentage (%) of the sub-consulted amount in terms of the tendered total of the prices.</b>
1.						
2.						
3.						
4.						

**The Tenderer is to submit the following documents or copies thereof for each of the proposed sub-consultant(s) with this schedule:**

- Valid B-BBEE Sworn Affidavits or B-BBEE Certificates of each of the proposed sub-consultant(s).

## **T2.2-18: Form of Intent to Provide a Performance Guarantee**

It is hereby agreed by the Tenderer that a Performance Guarantee drafted **exactly** as provided in the tender documents will be provided by the Guarantor named below, which is a **bank or insurer registered in South Africa**:

Name of Guarantor

(Bank/Insurer)

Address

The Performance Guarantee shall be provided within **2 (Two)** weeks after the Contract Date defined in the contract unless otherwise agreed to by the parties.

Signed

Name

Capacity

On behalf of (name of  
tenderer)

Date

### **Confirmed by Guarantor's Authorised Representative**

Signature(s)

Name (print)

Capacity

On behalf of Guarantor  
(Bank/insurer)

Date

## **T2.2-19: Insurance provided by the *Consultant***

Clause 81.1 in NEC3 Professional Services Contract (June 2005)(amended June 2006 and April 2013) requires that the *Consultant* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

Please provide the following details for insurance which the *Consultant* is still to provide. Notwithstanding this information all costs related to insurance are deemed included in the tenderer's rates and prices.

<b>Insurance against (See clause 81.1 of the PSC)</b>	<b>Minimum amount stated in the Contract Data &amp; Name of Insurance Company</b>	<b>Cover</b>	<b>Premium</b>
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>	The amount stated in the Contract Data		
Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	The amount stated in the Contract Data for any one event		
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event		
(Other)			

## **T2.2-20: Three (3) years audited financial statements**

Attached to this schedule is the last three (3) years audited financial statements of the single tenderer/members of the Joint Venture.

**NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:**



## T2.2-21: Transnet Vendor Registration

Transnet Vendor Management has received a request to load / change your company details onto the Transnet vendor master database. Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents as per Appendix A to the Transnet Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

**Please Note:** all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury's Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> before applying to Transnet.

### General Terms and Conditions:

**Please Note:** Failure to submit the relevant documentation will delay the vendor creation / change process.

Where applicable, the respective Transnet Operating Division processing your application may request further or additional information from your company.

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such an event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated herewith.

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (Large Enterprises and QSEs less than 51% black owned) as well as sworn affidavits in the case of EMEs and QSEs with more than 51% black ownership as per Appendices C and D.

### In addition, please take note of the following very important information:

**1. If your annual turnover is R10 million or less,** then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency



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accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate. These EME sworn affidavits must be accepted by the . Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities and the template for the sworn affidavit is available at no cost on the website [www.thedti.gov.za](http://www.thedti.gov.za) or EME certificates at CIPC from [www.cpic.co.za](http://www.cpic.co.za).

The B-BBEE Commission said “that only time an EME can be verified by a SANAS accredited verification professional is when it wishes to maximise its B-BBEE points and move to a higher B-BBEE recognition level, and that must be done use the QSE Scorecard”.

**2. If your annual turnover is between R10 million and R50 million,** then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE). A QSE which is at least 51% black owned, is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership (Appendix D). QSE 'that does not qualify for 51% of black ownership, are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS their QSEs are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS.

**Please Note:** B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

**3. If your annual turnover exceeds R50 million,** then in terms of the DTI codes, you are classified as a Large Enterprise. Large Enterprises are required to submit a B-BBEE level verification certificate issued by a verification agency accredited by SANAS.

**Please Note:** B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

**4. The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962** whether a supplier of service is to be classified as an “employee”, “personal service provider” or “labour broker”. Failure to do so will result in the supplier being subject to employee’s tax.

**5. No payments can be made to a vendor until the** vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.



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6. It is in line with PPPFA Regulations, only valid B-BBEE status level certificate issued by an unauthorised body or person OR a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, OR any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

7. The B-BBEE Commission advises entities and organs of state to reject B-BBEE certificates that have been issued by verification agencies or professionals who are not accredited by South African National Accreditation Systems ("SANAS") as such B-BBEE certificates are invalid for lack of authority and mandate to issue them. A list of SANAS Accredited agencies is available on the SANAS website at [www.sanas.co.za](http://www.sanas.co.za).

8. Presenting banking details. Please note: Banks have decided to enable the customers and provide the ability for customers to generate Account Confirmation/Bank Account letters via their online platform; this is a digital approach to the authentication of banking details.



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## Supplier Declaration Form

**Important Notice:** all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> before applying to Transnet.

CSD Number (MAAA xxxxxxx):	
----------------------------	--

Company Trading Name						
Company Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Education al Institution	Specialise d Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Did your company previously operate under another name?	Yes	No				
If YES state the previous details below:						
Trading Name						
Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Education al Institution	Specialise d Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Your Current Company's VAT Registration Status						
VAT Registration Number						
If <b>Exempted from VAT registration</b> , state reason and submit proof from SARS in confirming the exemption status						
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.						



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Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

Company Physical Address			
		Code	
Company Postal Address			Code
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			

Company Contact Person Name	
Designation	
Telephone	
Email	

Is your company a Labour Broker?	Yes	No
Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.		
How many personnel does the business employ?	Full Time	Part Time
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.		

Most recent Financial Year's Annual Turnover	<R10Million <b>EME</b>	>R10Million <R50Million <b>QSE</b>	>R50Million <b>Large Enterprise</b>
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Does your company have a valid proof of B-BBEE status?	Yes	No
Please indicate your Broad Based BEE status (Level 1 to 9)	1	2
Majority Race of Ownership		
% Black Ownership	% Black Women Ownership	% Black Disabled person(s) Ownership
% Black Unemployed	% Black People Living in Rural Areas	% Black Military Veterans
<b>Please Note:</b> Please provide proof of B-BBEE status as per Appendix C and D:		



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- Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;
- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;
- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

<b>Supplier Development Information Required</b>				
<b>EMPOWERING SUPPLIER</b>	YES <input type="radio"/> NO <input type="radio"/>			
An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes.				
In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.				
<b>FIRST TIME SUPPLIER</b>	YES <input type="radio"/> NO <input type="radio"/>			
A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1 <sup>st</sup> time.				
<b>SUPPLIER DEVELOPMENT PLAN</b>	YES <input type="radio"/> NO <input type="radio"/>			
Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).				
<b>DEVELOPMENT PLAN DOCUMENT</b>	YES <input type="radio"/> NO <input type="radio"/>			
Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.	*If Yes- Attach supporting documents			
<b>ENTERPRISE DEVELOPMENT BENEFICIARY</b>	YES <input type="radio"/> NO <input type="radio"/>			



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A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES <input type="radio"/> NO <input type="radio"/>
<b>SUPPLIER DEVELOPMENT BENEFICIARY</b>  A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES <input type="radio"/> NO <input type="radio"/>
<b>GRADUATION FROM ED TO SD BENEFICIARY</b>  When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES <input type="radio"/> NO <input type="radio"/>
<b>ENTERPRISE DEVELOPMENT RECIPIENT</b>  A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES <input type="radio"/> NO <input type="radio"/>

**By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct**

Name and Surname		Designation	
Signature		Date	

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## **The Contract**

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## C1.1 FORM OF OFFER & ACCEPTANCE OFFER

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

**PROVISION OF ENVIRONMENTAL SERVICES FOR THE PROPOSED FLOATING STORAGE UNIT (FSU) OR FLOATING STORAGE REGASIFICATION UNIT (FSRU) INCLUDING MARINE INFRASTRUCTURE, BULK SERVICE AND GAS PIPELINE FOR THE PROPOSED PORT OF RICHARDS BAY LIQUEFIED NATURAL GAS TERMINAL.**

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the NEC3 PSC Consultant under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	<b>R</b>
Value Added Tax @ 15% is	<b>R</b>
The offered total of the Prices inclusive of VAT is	<b>R</b>
(in words)	

This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *NEC3 PSC Consultant* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**for the tenderer:** \_\_\_\_\_

Name &  
signature of  
witness

Date

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date of award of contract. Unless the tenderer (now the *NEC3 PSC Consultant*) within five working days of the date of such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

---

Capacity

---

**for the**  
***Employer:***

---

Name &  
signature of  
witness

---

Date

---

## Schedule of Deviations

*Note:*

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

No.	Subject	Details
1	.....	.....
2	.....	.....
3	.....	.....
4	.....	.....
5	.....	.....
6	.....	.....
7	.....	.....

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

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

**For the *tenderer*:**

**For the *Employer***

Signature

Name

Capacity

On behalf  
of

**Transnet SOC (Ltd)**

Name &  
signature  
of  
witness

Date



## C1.2 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	<b>A: Priced contract with activity schedule</b>
	dispute resolution Option and secondary Options	<b>W1: Dispute resolution procedure</b>
		<b>X2: Changes in the law</b>
		<b>X7: Delay damages</b>
		<b>X9: Transfer of rights</b>
		<b>X10: Employer's Agent</b>
		<b>X18: Limitation of Liability</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is (Name): Address	<b>Transnet SOC Ltd</b> Registered address: <b>Transnet Corporate Centre</b> <b>138 Eloff Street</b> <b>Braamfontein</b> <b>Johannesburg</b> <b>2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet National Ports Authority</b> <b>1st Floor Bayvue Centre</b> <b>Ventura Road</b> <b>Port of Richards Bay,</b> <b>3900</b>



11.2(9) The *services* are

**PROVISION OF ENVIRONMENTAL SERVICES FOR THE PROPOSED FLOATING STORAGE UNIT (FSU) OR FLOATING STORAGE REGASIFICATION UNIT (FSRU) INCLUDING MARINE INFRASTRUCTURE, BULK SERVICE AND GAS PIPELINE FOR THE PROPOSED PORT OF RICHARDS BAY LIQUEFIED NATURAL GAS TERMINAL**

11.2(10) The following matters will be included in the Risk Register

**None identified**

11.2(11) The Scope is in

**Part C3.1: The Scope of the Contract Document**

12.2 The *law of the contract* is the law of

**the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.**

13.1 The *language of this contract* is

**English**

13.3 The *period for reply* is

**2 (two) weeks**

13.6 The *period for retention* is

**3 (three) years following Completion or earlier termination.**

## **2 The Parties' main responsibilities**

25.2 The *Employer* provides access to the following persons, places and things

**access to**

**1 The whole of the site**

**30 October 2023**

## **3 Time**

31.2 The *starting date* is

**06 November 2023**

11.2(3) The *completion date* for the whole of the *services* is

**29 April 2025**

31.1 The *Consultant* is to submit a first programme for acceptance within

**2 (two) weeks of the Contract Date.**

32.2 The *Consultant* submits revised programmes at intervals no longer than

**4 (four) weeks.**

## **4 Quality**

40.2 The quality policy statement and quality plan are provided within

**2 (two) weeks of the Contract Date.**

41.1 The *defects date* is

**52 weeks after Completion of the whole of the *services*.**



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## 5 Payment

50.1	The <i>assessment interval</i> is on the	<b>25<sup>th</sup> day of each successive month.</b>								
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	<table border="1"> <thead> <tr> <th>Item</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Economy air fares</td> <td>Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.</td></tr> <tr> <td>Car hire not exceeding group B</td> <td>Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.</td></tr> <tr> <td>Accommodation</td> <td>Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.</td></tr> </tbody> </table>	Item	Amount	Economy air fares	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.	Car hire not exceeding group B	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.	Accommodation	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
Item	Amount									
Economy air fares	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.									
Car hire not exceeding group B	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.									
Accommodation	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.									

51.1	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
------	--	--

51.2	The <i>currency of this contract</i> is the	<b>South African Rand (ZAR).</b>
51.5	The <i>interest rate</i> is	<b>The prime lending rate of the Standard Bank of South Africa.</b>

6	<b>Compensation events</b>	<b>No additional data required for this section of the <i>conditions of contract</i>.</b>
---	----------------------------	---

7	<b>Rights to material</b>	<b>No additional data required for this section of the <i>conditions of contract</i>.</b>
---	---------------------------	---

## 8 Indemnity, insurance and liability

81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are
------	--



Event	Cover	Period following Completion of the whole of the services or earlier termination
failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	<b>Professional Indemnity insurance for not less than R5 000 000.00 (Five Million Rand) in respect of each claim, without limit to the number of claims</b>	<b>52 Weeks</b>
death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	<b>General Third Party Liability Insurance for all amounts falling within the excess of the policy, currently R50 000.00 (Fifty Thousand Rand) each and every claim, and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the <i>Consultant</i> deems desirable in respect of each claim, without limit to the number of claims</b>	<b>0 Weeks</b>



death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract

**The minimum limit 0 Weeks of indemnity for insurance in respect of death of or bodily injury to employees of the *Consultant* arising out of and in connection with this contract for any one event is that which is prescribed by the Compensation for Occupation Injuries and Diseases Act No. 130 of 1993 as amended.**

Motor Vehicle Liability Insurance

**Comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity for an amount of not less than R 5 000 000.00**

81.1 The *Employer* provides the following insurances

**Professional Indemnity insurance in respect of failure of the *Consultant* to use the skill and care normally used by Professionals providing services similar to the *services***

**General Third Party Liability cover in respect of death of or bodily injury to a person (not an employee of the *Consultant*) or loss of or damage to property resulting from an action or failure to take action by the *Consultant***



82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	For all matters covered under the <i>Employer's</i> Professional Indemnity (PI) and General Third Party Liability policies, the <i>Consultant's</i> liability will be limited to the excesses applicable under the <i>Employer's</i> Professional Indemnity and General Third Party Liability policies as detailed in the policy wordings. The current excesses amounts to R5 000 000.00 (Five Million Rand) PI and R50 000.00 (Fifty Thousand Rand) General Third Party Liability, respectively, each and every claim. For all matters not covered under the <i>Employer's</i> Professional Indemnity and General Third Party Liability policies the <i>Consultants</i> liability will be limited to the final total of the Prices.
<b>9</b>	<b>Termination</b>	No additional data required for this section of the <i>conditions of contract</i> .
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with activity schedule</b>	
21.3	The <i>Consultant</i> prepares forecasts of the total of the <i>expenses</i> at intervals of no longer than	<b>4 (four) weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<b>Both parties will agree to an <i>Adjudicator</i> as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators (Southern Africa) will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>the Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The latest addition of the South African Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>



The place where arbitration is to be held is

**Durban, KwaZulu-Natal, South Africa**

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the *arbitration procedure* does not state who selects an arbitrator, is

**The Chairman of the Association of Arbitrators (Southern Africa)**

**12 Data for secondary Option clauses**

**X2 Changes in the law**

X2.1 The *law of the project* is

**The Law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa**

**X7 Delay damages**

X7.1 Delay damages for late Completion of the whole of the *services* are

**R 1500.00 per day**

**X9 Transfer of rights**

**The Employer owns the Consultant rights over any of the material whatsoever prepared for the Services of this Contract by the Consultant. The Consultant provides on request by the Employer's Agent, all documentation in whatever form as required (native's, PDF's, CD's, etc) and all other material items which transfer these rights to the Employer.**

**X10 The Employer's Agent**

X10.1 The *Employer's Agent* is

Name: **Qiniso Shezi**

Address **[Qiniso.Shezi@transnet.net](mailto:Qiniso.Shezi@transnet.net)**

The authority of the *Employer's Agent* is

**Fully empowered to act on behalf of the Employer for the services covered by the contract.**

**X18 Limitation of liability**

X18.1 The *Consultant's* liability to the *Employer* for indirect or consequential loss is limited to:

**Nil**



X18.3 The *end of liability date* is

**2 (Two) years after Completion of the whole of the *services*.**

---

**Z1      Obligations in respect of Joint Venture Agreements**

---

Z1.1

Insert the additional core clause 21.5

21.5.1 In the instance that the *Consultant* is a joint venture, the *Consultant* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract *starting date*.

The Joint Venture agreement shall contain but not be limited to the following:

- A brief description of the Contract and the deliverables;
- The name, physical address, communications addresses and domicilium citandiet executandi of each of the constituents and of the Joint Venture;
- The constituents' interests;
- A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;
- Details of an internal dispute resolution procedure;



- Written confirmation by all of the constituents:
  - i. of their joint and several liability to the *Employer* to Provide the *services*;
  - ii. proof of separate bank account/s in the name of the joint venture;
  - iii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the *Consultant's* representative;
  - iv. Identification of the roles and responsibilities of the constituents to provide the *services*.
- Financial requirements for the Joint Venture:
  - i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;
  - ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture

---

Z1.2

Insert additional core clause 21.6

21.6. The *Consultant* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer*.

---

**Z2 Additional obligations in respect of Termination**

---

Z2.1

The following will be included under core clause 90.1:

In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and

Under the second main bullet, insert the following additional bullets after the last sub-bullet:

- commenced business rescue proceedings
- repudiated this Contract

---



Z2.2

*Clause 90.5 is added as an additional clause*

Where all or part of the Services are suspended for a period of six months or more either party may terminate the Contract by notifying the other.

**Z3 Right Reserved by the Employer to Conduct Vetting through SSA**

Z3.1

The *Employer* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Consultant* who has access to National Key Points for the following without limitations:

1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.
2. Secret – clearance is based on any information, which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.
3. Top Secret – this clearance is based on information, which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.

**Z4 Additional Clause Relating to the *Employer's* rights to take appropriate action**




---

Z4.1	<b>The contract award is made without prejudice to any rights the Employer may have to take appropriate action later with regard to:</b>	Any declared, exposed or confirmed tender rigging.
Z4.1.1		<p>The <i>Consultant</i> further undertakes:</p> <p>not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract.</p>
Z 4.1.2		<p>To comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.</p>
Z4.1.3		<p>The <i>Consultant</i>'s breach of this clause constitutes grounds for terminating the <i>Consultant</i>'s obligation to Provide the Services or taking any other action as appropriate against the <i>Consultant</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.</p>
Z4.1.4		<p>If the <i>Consultant</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i>, the <i>Employer</i> shall be entitled to terminate the contract forthwith and take any other action as appropriate against the <i>Consultant</i> (including civil or criminal action).</p>
Z4.2	<b>The contract award is made without prejudice to any rights the Employer may have to take appropriate action later with regard to:</b>	Politically Exposed Persons including any allegations with regards to State Capture.

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**Z4.3 The contract award is made without prejudice to any rights** Blacklisting by any State Entity on the National Treasury database.

**the Employer may have to take appropriate action later with regard to:**

---

**Z5 Protection of Personal Information Act**

Z5.1 The *Employer* and the *Consultant* are required to process information obtained for the duration of the Contract in a manner that is aligned to the Protection of Personal Information Act.

---

**Z6 Time**

Z6.1 *Clause 33.2. is added as an additional clause.*

The *Employer* may at any time suspend part or all of the *services*. As a consequence, if the *Consultant* is required to demobilise and then remobilise its staff and equipment, the *Consultant* will be reimbursed at cost. The *Consultant* will be required to reduce and mitigate all its costs during the period of suspension and will be entitled to compensation only to the extent that it can demonstrate it has incurred costs which were not capable of being mitigated.

---

**Z7 Compensation Events**

Z7.1 Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the *Consultant*.

---

**Z8 Limitation of liability**

Z8.1 Add to core clause 82.1 and X18

For the avoidance of doubt the parties expressly agree that the total liability of the *Consultant* to the *Employer* applies jointly and severally across all organisations comprising of the *Consultant*.




---

**Z9 Additional clauses relating to cession of rights**

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Z9.1 The *Consultant* shall not cede any rights under this contract without the approval of the *Employer*.

Z9.2 The *Employer* may on written notice to the *Consultant* cede and assign its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the *Employer*.

---

**Z10 Additional clauses relating to interpretation of the law**

---

Z10.1 Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the *Employers' Agent* or *Adjudicator* does not constitute a waiver of rights and does not give rise to an *Estoppel* or *Lien*, unless the Parties agree otherwise and confirm such an agreement in writing.

---

**Z11 Employer's Step in rights**

---

Z11.1 If the *Consultant* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Employer's Agent*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any *sub-consultant* or supplier of the *Consultant*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Consultant*.

Z11.2 The *Consultant* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or



are at any time prepared by or on behalf of the *Consultant* under the contract or otherwise for and/or in connection with any subsequent *works*) and generally does all things required by the *Employers' Agent* to achieve this end.

## **Z12 The First assessment interval**

Z12.1

In the event the *Consultant* is not loaded on the *Employers* data base, the *Employer's Agent* first assessment of the amount due will be done once the *Consultant* has been successfully loaded as a vendor on the *Employers* data base following submitting all valid updated documents.

Therefore on NEC ECC Clause 50.1 the following text is removed in its entirety "and is no later than the assessment interval after the *starting date*"



## C1.2 Contract Data

### Part two - Data provided by the *Consultant*

The tendering Consultant is advised to read both the NEC3 Professional Services Contract (April 2013) and the relevant parts of its Guidance Notes (PSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 151 to 159 of the PSC3 Guidance Notes.

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

Clause	Statement	Data
10.1	The <i>Consultant</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
22.1	The <i>Consultant's key persons</i> are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
Info.		<b>CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled.....</b>



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11.2(10) The following matters will be included in the Risk Register

---

11.2(13) The <i>staff rates</i> are:	<b>name/designation</b>	<b>rate</b>
--------------------------------------	-------------------------	-------------

---

31.1 The programme identified in the Contract Data is

50.3 The *expenses* stated by the *Consultant* **item** **amount** are

---

**A Priced contract with activity schedule**

---

11.2(14) The *activity schedule* is in

11.2(18) The tendered total of the Prices is ..... (in figures)

..... (in words), excluding VAT



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## C1.3 Forms of Securities

### Pro forma Performance Guarantee

For use with the NEC3 Professional Services Contract - June 2005 (with amendments June 2006 and April 2013)

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Option:

Option X13: Performance bond

The pro forma document for this Guarantee is provided here for convenience but is to be treated as part of the *Scope of Services*.

The organisation providing the Guarantee does so by copying the pro forma document onto its letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

The Performance Bond needs to be issued by an institution that are reasonably acceptable to the *Employer*.

Transnet may choose to not to accept an Issuer. Should the issuer not being accepted, the performance bond needs to be replaced by an issuer that are acceptable to Transnet. Issuers need to be verified for acceptance by Transnet before a performance bond is issued.



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/07/0009/36773/RFP

DESCRIPTION OF THE SERVICES: PROVISION OF ENVIRONMENTAL SERVICES FOR THE PROPOSED FLOATING STORAGE UNIT (FSU) OR FLOATING STORAGE REGASIFICATION UNIT (FSRU) INCLUDING MARINE INFRASTRUCTURE, BULK SERVICE AND GAS PIPELINE FOR THE PROPOSED PORT OF RICHARDS BAY LIQUEFIED NATURAL GAS TERMINAL

## Pro-forma Performance Bond (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Surety)

Transnet SOC Ltd  
C/o Transnet  
Transnet Corporate Centre  
138 Eloff Street  
Braamfontein  
Johannesburg  
2000

Date:

Dear Sirs,

### Performance Bond for Contract No. TNPA/2023/05/0005/28443/RFP

With reference to the above numbered contract made or to be made between

**Transnet SOC Limited, Registration No. 1990/000900/30** (the *Employer*) and  
**{Insert registered name and address of the *Consultant*}** (the *Consultant*), for  
**{Insert details of the *services* from the Contract Data}** (the *services*).

I/We the undersigned

on behalf of the  
Guarantor

of physical address

and duly authorised thereto do hereby bind ourselves as Guarantor and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the *Consultant* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of the Contract by the *Consultant*, subject to the following conditions:

1. The terms *Employer*, *Consultant*, *Employer's Agent*, *services* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.



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3. The *Employer* has the absolute right to arrange his affairs with the *Consultant* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.
  
4. This bond will lapse on the earlier of
  - the date that the Guarantor receives a notice from the *Employer's Agent* stating that the Completion Certificate for the whole of the *services* has been issued, that all amounts due from the *Consultant* as certified in terms of the contract have been received by the *Employer* and that the *Consultant* has fulfilled all his obligations under the Contract, or
  - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Employer's Agent*.
  
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Employer's Agent*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
  
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Employer's Agent* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
  
7. Our total liability hereunder shall not exceed the sum of:  
(say)

R \_\_\_\_\_

8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed  
at \_\_\_\_\_ on  
this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_\_

Signature(s) \_\_\_\_\_



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Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

## PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Activity Schedule	5

## C2.1 Pricing instructions: Option A

### 1.1 The *conditions of contract*

### 1.2 How the contract prices work and assesses it for progress payment

Clause 11 in NEC3 Professional Services Contract (PSC), June 2005 (with amendments June 2006 and April 2013) Option A states:

**Identified and defined terms** 11.1 (14) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.

(15) The Price for Services Provided to Date is the total of the Prices for the activities which have been completed. A completed activity is one which is without Defects which would delay immediately following work.

(18) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

### 1.3 Measurement and Payment

1.3.1 The activity schedule provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the activity schedule.

1.3.3 The activity schedule work breakdown structure provided by the Consultant is based on the activity schedule provided by the Employer. **The activities listed by the Employer are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.**

1.3.4 The Consultant's detailed activity schedule summates back to the activity schedule provided by the Employer and is in sufficient detail to monitor completion of activities

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related to the Accepted Programme in order that payment of completed activities may be assessed.

1.3.5 The Prices are obtained from the activity schedule. The Prices includes for all direct and indirect costs, overheads, profits, oncosts, risks, liabilities, obligations, etc. relative to the contract.

## C2.2 Activity Schedule

**The Tenderer details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule. The tenderer must price for each of the activities listed on this activity schedule. In the event an activity is not priced for, the *Employer* will deem it as being included on the total sum of the price.**

Activity No.	Activity Description	Price of each activity: Solution A	Price of each activity: Solution A
1.	<b><u>Consultation with the client</u></b>		
1.1	Attendance to the project inception meeting (site meeting)		
1.2	Collection and Literature review of relevant background information		
1.3	Comprehensive environmental screening report to determine triggered activities and environmental approvals as well as required specialist studies		
1.4	Prepare and submit Project Plan and Schedule		
1.5	Appointment of Specialists (the event there's additional Specialist that are required, Consultation must be made with the PM)		
2.	<b><u>Authority Consultation</u></b>		
2.1	Pre-application consultation meeting with relevant authorities i.e., DFFE, DWS, uMhlathuze Municipality		
2.2	Draft Minutes of Meeting held with relevant authorities i.e DWS, DFFE, and uMhlathuze Municipality		
3.	<b><u>Application for Authorisation: S&amp;EIR</u></b>		
3.1	Compile & submit application form for environmental authorization, Air emission licence (As per Municipal By-laws)		
3.2	Preparation of Background information document (BID)		

3.3	Review existing project data		
3.4	GIS Data and Maps for Scoping & Environmental Impact Report (S&EIR)		
3.5	Draft EMPr		
3.6	Draft Scoping and Environmental Impact Report		
3.7	Final EMPr (and proof of submission)		
3.8	Final S&EIR (Comments of public integrated) and proof of submission)		
3.9	Approval of Emissions Control Plan and incorporate recommendations on the final EMPr		
3.10	Final EMPr and proof of submission		
<b>4.</b>	<b><u>Water Use License and Registration (where applicable)</u></b>		
4.1	Water Use application administration		
4.2	Correspondence with DWS (Written confirmation of receipt and reference number for application). National and Provincial Norms and Standards for Waste Management.		
4.3	GIS Data & Maps for WULA registration report		
4.4	Final WUL registration report and proof of submission		
<b>5.</b>	<b><u>Public Participation Process</u></b>		
5.1	Develop and maintain comprehensive database of stakeholders (identifying key stakeholders)		
5.2	Development and distribution of Pre-application documents – Background Information Document, site notices etc.		
5.3	Advertisement of the environmental assessment process: - Prepare advert - Invitation to register - Notification of document review and public participation - Notification of DWS, DFFE decisions		
5.4	Distribution of draft S&EIR, EMPr for public review		
5.5	Organise and facilitate a public participation meeting (venue, facilitation, presentation etc.)		

5.6	Development of Comments and Responses report		
<b>6.</b>	<b><u>Authority Review of Final S&amp;EIR, EMPr</u></b>		
6.1	Authority site inspection & meeting regarding S&EIR report & EMPr,		
6.2	Authority review & addressing DFFE queries		
<b>7.</b>	<b><u>Specialist Studies Required for S&amp;EIR</u></b>		
7.1	Air Quality Specialist		
7.2	Ecological Assessment Specialist		
<b>8.</b>	<b><u>Project Management &amp; Client Liaison:</u></b>		
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<b>10.2.1</b>	<b><u>Contract Kick off meeting and Minute taking</u></b>		

10.2.2	Chairing, Minute taking & Attendance, by invitation only from <i>Employer</i>		
10.2.3	Chairing, Minute taking & Attendance, by invitation only from <i>Employer</i>		
10.2.4	Chairing, Minute taking & Attendance, by invitation only from <i>Employer</i>		
10.2.5	Chairing, Minute taking & Attendance, by invitation only from <i>Employer</i>		
10.2.6	Chairing, Minute taking & Attendance, by invitation only from <i>Employer</i>		
10.2.7	Chairing, Minute taking & Attendance, by invitation only from <i>Employer</i>		
10.2.8	Chairing, Minute taking & Attendance, by invitation only from <i>Employer</i>		
10.2.9	Chairing, Minute taking & Attendance, by invitation only from <i>Employer</i>		
10.2.10	Chairing, Minute taking & Attendance, by invitation only from <i>Employer</i>		
10.2.11	Chairing, Minute taking & Attendance, by invitation only from <i>Employer</i>		
10.2.12	Chairing, Minute taking & Attendance, by invitation only from <i>Employer</i>		
10.2.13	Chairing, Minute taking & Attendance, by invitation only from <i>Employer</i>		
10.2.14	Chairing, Minute taking & Attendance, by invitation only from <i>Employer</i>		
10.2.15	Chairing, Minute taking & Attendance, by invitation only from <i>Employer</i>		
<b>11</b>	<b>Decision</b>		
11.1	Obtain and distribute Environmental Authorisation from DFFE to relevant stakeholders		
11.2	Obtain Provisional Air Emissions licence and distribute to relevant stakeholders		
11.3	Obtain and distribute Water-licence registration letter to relevant stakeholders		
11.4	Management of the Appeal Process		
11.5	Collate Objections and respond to the Minister and I&APs		

<b>Total of the Prices carried forward to the Form of Offer &amp; Acceptance (Excluding Vat)</b>		
<b>15% VAT</b>		
<b>Total of the Prices Including VAT</b>		

\* This activity schedule is based on the initial scope of work as agreed on. Scope and timelines for deliverables may be modified due to changes in circumstances, with written consent required from both parties.



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## PART C3: SCOPE OF SERVICES

Document reference	Title	No of pages
C3.1	The Scope	27
	Total number of pages	<b>27</b>



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## Acronyms and Abbreviations

BBBEE	Broad Based Black Economic Empowerment
DFFE	Department of Forest, Fisheries, and the Environment
EA	Environmental Authorisation
EAP	Environmental Assessment Practitioner
EAPASA	Environmental Assessment Practitioners Association of South Africa
EIA	Environmental Impact Assessment
EMPr	Environmental Management Programme
FSRU	Floating Storage and Regasification Unit
I&APs	Interested and Affected Parties
IDA	Infrastructure Development Act, Act 23 of 2014
KZN LH	KwaZulu Natal Logistics Hub
LNG	Liquified Natural Gas
GW	Gigawatt
NQF	National Qualifications Framework
NEMA	National Environmental Management Act, Act 107 of 1998
NEMAQA	National Environmental Management Air Quality Act, Act 39 of 2004
NEMICMA	National Environmental Management Integrated Coastal Management Act, Act 24 of 2008
NWA	National Water Act, Act 36 of 1998
PFMA	Public Funds Management Act, Act 1 of 1999
PM	Project Manager
PoRB	Port of Richards Bay
PSC	Professional Services Contract
PPM	Procurement Procedures Manual
SAQA	South African Qualifications Authority
SEMA	Specific Environmental Management Acts
S&EIR	Scoping and Environmental Impact Assessment
SHEQ	Safety Health Environmental and Quality
SIP	Strategic Integrated Projects
SOE	State-Owned Enterprise
TPT	Transnet Port Terminals



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BULK SERVICE AND GAS PIPELINE FOR THE PROPOSED PORT OF RICHARDS BAY LIQUIFIED NATURAL GAS TERMINAL

TNPA	Transnet National Ports Authority
WULA	Water-Use License Application



## 1. Description of the Project

### 1.1. Introduction and Background

South Africa has been facing persistent challenges in meeting its electricity demands due to a variety of factors, including aging infrastructure, availability of alternative energy sources, supply constraints, and an increasing demand for energy. These challenges have resulted in power shortages, load shedding, and an unreliable electricity grid, which have had adverse effects on various sectors of the economy and the overall quality of life for the population.

To address these issues, the South African government has recognized the importance of incorporating cleaner and more sustainable sources of energy into its power generation mix. Natural gas, with its lower carbon emissions compared to coal and oil, has emerged as a viable alternative. However, the limited domestic gas reserves necessitate the importation of LNG to meet the growing demand.

The TNPA is inviting Environmental Assessments Practitioner (EAP) and/or an environmental consulting firm to conduct Environmental Impact Assessments (EIAs) for the proposed LNG Impartation Terminal in the Port of Richards Bay will provide natural gas importation infrastructure, bulk services which will include either a Floating Storage and Regasification Unit (FSRU) or Floating Storage Unit (FSU), marine infrastructure (Berth), bulk services and associated gas distribution pipelines within the port boundary.

The development of LNG importation infrastructure is needed to support the implementation of the Integrated Resource Plan (IRP2019), which seek to procure up to 3 000 MW of gas-to-power by 2027. The LNG project will also achieve the objective of increasing natural gas as an energy mix contribution from 2.6% to 15.7% by 2030. This will also attract the much need infrastructure development and additional revenue/income for TNPA.

The Gas Masterplan Base Case Report (2022) identifies the South African ports as a key engine in the gas masterplan for the country. In response to the current electricity and energy mix challenges facing RSA, TNPA has embarked on a strong strategic position “as an enabler” of securing and supplying Liquified Natural Gas to the Port of Richards Bay (KZN).



## 1.2. Proposed Solution

In order to provide natural gas importation infrastructure, TNPA is proposing to build an LNG Impartation Terminal in the Port of Richards Bay. This terminal will include either a Floating Storage and Regasification Unit (FSRU) or Floating Storage Unit (FSU), which will be connected to the land-based regasification facility. The suggested solution calls for the development of bulk services, associated gas distribution pipes, and marine infrastructure (Berth).

For the proposed project, two (2) Environmental Impact Assessments (EIAs) must be conducted by the EAP and/or an environmental consulting firm, and two (2) Environmental Authorisations (EAs) must be obtained for development LNG terminal. These EAs are referred to as Proposed Solution A and Proposed Solution B.

- Proposed Solution A: will be the Floating Storage and Regasification Unit (FSRU) or Floating Storage Unit (FSU), which will be linked to the land-based regasification.
- Proposed Solution B: will be for marine infrastructure (Berth), bulk services and associated gas distribution pipelines within the port boundary.

## 2. Proposed Solutions for the development of the LNG Terminal

### 2.1. Proposed Solution A

#### 2.1.1. FSU, FSRU and land-based Regasification

The port of Richard's Bay, with its strategic location and existing infrastructure, presents an ideal opportunity to establish an FSRU or FSU facility. An FSRU is a floating facility that receives, stores, and regasifies LNG, allowing for its distribution through gas pipelines. An FSU however is a floating storage facility that receives and stores LNG only, the FSU will be integrated with a landside regasification facility prior to distribution through gas pipelines.

This project aims to leverage the port's capabilities to facilitate the importation and regasification of LNG, thereby enhancing South Africa's energy security and improving the reliability of its electricity supply.



Figure 1: FSU or FSU, on site regasification and associated piping.

## 2.1.2. Description of the Floating Storage Unit (FSU) and Regasification Unit (FSRU) to be assessed.

- Design life of 30 years
- The FSU or FSU will be permanently moored at berth 207 which will be next to the port side and crew facilities.
- The LNG project in the Port of Richards Bay is planned to deliver a minimum of 1 million tons per annum of LNG. Berth 207 will have the capabilities for future development to deliver a maximum of 5 million tons per annum of LNG.
- The installation of the FSU or FSU will be protected by pressure relief valve(s) line to safe height at atmospheric condition.

## 2.1.3. Floating Storage (FSU or FSRU)

- The design of Berth 207 LNG Terminal will accommodate a Liquefied Natural Gas Carrier (LNGC) of a capacity ranging from 125 000 m<sup>3</sup> to future demand at 267 000 m<sup>3</sup>. The FSU will have a capacity of more than 170 000 m<sup>3</sup> and a deadweight of 95 000 tonnes
- The LNGC vessel supplies the floating storage tanks with LNG at -162 °C and at atmospheric pressure



## 2.1.4. Floating Regasification Unit

(as an integrated component of the FSRU **or** a stand-alone unit at site A as indicated on Figure 1 above in the case of an FSU)

- From the floating storage the LNG is forwarded to the regasification unit
- The regasification unit will comprise of parallel trains with booster pumps and vaporizers. The booster pumps will increase the pressure from the floating storage at 0.2 – 0.5 bar(g) to about 90 bar(g), before the high-pressure LNG is vaporized, after which the gas will pass a metering unit and is sent to the sub-sea pipeline (this will join the +/- 13 km pipeline to port limits)

## 2.1.5. Land-based Regasification Unit

- Land-based regasification unit will be located at site A as indicated in Figure 1
- The regasification unit will comprise of parallel trains with booster pumps and vaporizers. The booster pumps will increase the pressure from the floating storage at 0.2 – 0.5 bar(g) to about 90 bar(g), before the high-pressure LNG is vaporized, after which the gas will pass a metering unit and is sent to the sub-sea pipeline (this will join the +/- 13 km pipeline to port limits)
- A cryogenic pipeline from the Berth 207 outlet to the South Dunes site A as shown in figure 1 above (updated). This pipeline will be a minimum of 5 km of LNG (Liquid phase), at minimum pressure of 1 Bar(g) and temperature of atleast -162 °C;
- An additional non-cryogenic gas pipeline (LNG in gas phase) from the Land onsite regasification unit back to the 13 km pipeline tie-in. This pipeline will be a minimum of 3 km. There will be expansion loops on this line at a spacing of 70 m;
- To re-gasify or evaporate the LNG, Seawater will be used as a heat source for warming LNG at the berth 207 receiving terminals. This system will be an open loop system. **NOTE:** Environmental regulations that must be followed for the cold seawater discharged after the heat exchange with LNG.
- As an alternative to seawater, steam from existing ship boilers may be used for regasification purposes. The fuel for the ship's engine will be LNG or the ships' Marine Fuel.



## 2.2. Proposed Solution B

### 2.2.1. Marine infrastructure – Berth 207

The proposed new berth 207 shall be a T-jetty or L-jetty configuration with a view of potential expansion in the future. with all associated statutory infrastructure inclusive of bollards, fenders, ladders, access trestles, bund walls, fire-fighting infrastructure, electrical and civil infrastructure, loading arms and pipe racks. This will include obtaining all the statutory requirements to construct and operate the facility.

### 2.2.2. Gas Pipeline and Support Structures

The pipeline will transmit between 1 million to 5 million tons per annum of LNG gas to end-user;

- Due to pipeline pressure losses and requirement to supply gas (to off-takes) at great distance. A booster compression system will be installed within the ports limits (+13 km battery limit) inside TNPA land;
- The +13 km gas pipeline from the FSRU will require pipe support (i.e. civil, cable racks and earthing). The number of support/interval will be detailed once the drawings and pipe stress analyses are completed at design;
- At a minimum a flow meter on the main 20" inch piping will be required and a control valve to regulate the flow;
- A spill-back line (estimated at 6" inch, 3 km and with its own control valve) from the 20" inch pipe back to the FSRU will be installed to protect from surge and possible over-pressure. All flow meters and control valves will require instrumentation cabling for signaling transmission and control purposes. This will be done through cable racks along the 20" inch pipeline;
- At the end of the line (at +13 km) a pipe manifold will be installed to enable tie-in(s) for gas off-takes;
- The pipeline will have temperature and pressure instrumentation installed and cabling for signal transmission back to the control room;
- The 20" inch line will have flanged spool with normal gate valves for future developments;
- Possible flow meters at battery limit for end-user metering and billing purposes; and
- All piping is proposed to be above ground level to enable access for inspection;



### **2.2.3. Bulk services**

The bulk services required for the new berth 207 include the new seawater pump station, a new foam pump station and a new supply tank, to supply the new berth with sea water and foam water. A new 200 mm diameter uPVC PN16 potable water pipeline, buried adjacent to the existing potable water supply pipeline which services berth 208. A new pipeline will connect to the existing water reticulation system at the M14 "Chemical Berth" take-off.

No upgrades are required for the electrical supply; the new sea water and foam pump stations can be supplied directly from the Berth 208 substation which currently has additional capacity available. It is envisaged that the following services will form part of the scope for the proposed new terminal, however, the details will be available on completion of the detailed design. Potable water; Power supply; Fire detection and protection systems, Air supply, Lighting, and Communication system.

### **3. Current/In progress Studies**

The TNPA KwaZulu Natal Logistics Hub (KZN LH) has in 2022 issued a Request for Proposal (RFP) for the services of a EAP and/or environmental consulting firm to provide environmental screening and baseline studies for the KZN Logistics Hub Programme. In terms of that RFP, the appointed EAP and/or environmental consulting firm undertook a status quo assessment of the biophysical and social attributes that may be impacted by the proposed developments at the Port of Richards Bay.

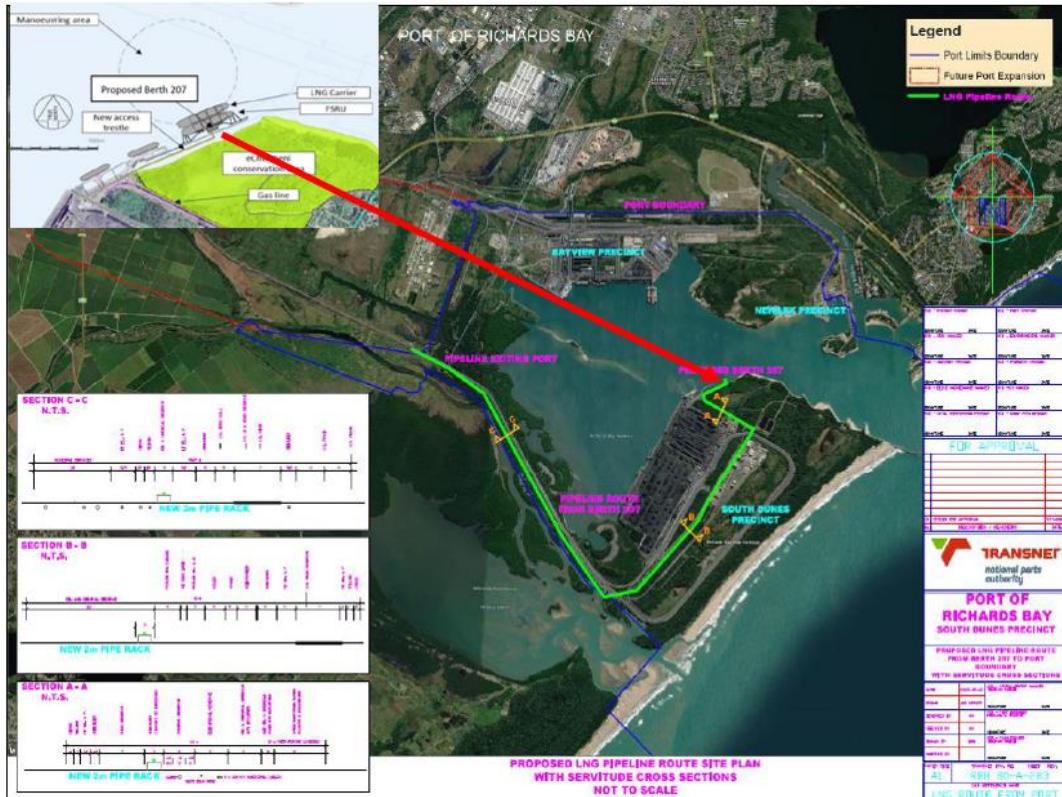
The baseline studies consist of the following deliverables:

- Baseline Ecological Assessment
- Biodiversity Offset Investigation
- Dredge Disposal Capability Assessment
- Climate Change Vulnerability Assessment & Adaptation Strategy
- Socio-Economic Impact Assessment

It is expected, based on current schedule, that these baseline studies will be completed by end of September 2023 and will be made available to the preferred bidder of this RFP. The EAP and/or environmental consulting firm will be expected to complete an EIA process, Environmental Management Programme and obtain all the environmental approvals for the proposed development.



#### 4. Proposed Site Location/Footprint.



**Figure 1: Overview of the project site where environmental services scope will be applicable.**

#### 5. Employer's objectives

The TNPA's primary objective is to enter into a Professional Service Contract (PSC) with an EAP and/or an environmental consulting firm for the provision of the environmental service for the proposed project. The EAP and/or environmental consulting firm is required to facilitate EIA process to comply with NEMA, 107 of 1998 and other applicable environmental approvals i.e., Water Use License application as per the National Water Act (No 36 of 1998). The EAP and/or environmental consulting firm is required to undertake these activities in consultation with uMhlathuze Municipality and obtain relevant Municipal permits in compliance with the Municipal bylaws. The EAP and/or an environmental consulting firm must ensure that all the processes conform to the requirements of the environmental assessment, water use application, and municipal by-laws processes. Where



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discrepancies exist, the most stringent legislation be applied. The objectives are summarised below as follows:

- a. Identify the application process, either a Basic Assessment (BA) or Scoping, Environmental Impact Assessment (S&EIR) process as outlined in the Environmental Impact Assessment (EIA) Regulations GN R326 of 2017, of the NEMA as amended.
- b. The appointed EAP and/or environmental consulting firm will be required to conduct their own comprehensive screening exercise to ensure that all triggered listed activities under the 2017 EIA regulations (GNR 324, 325 and 327 have been identified and confirm the proposed Environmental Impact Assessment process to be followed.
- c. This screening must be undertaken in consultation with applicable Municipal bylaws i.e., uMhlathuze municipality bylaws.
- d. Apply for Water-Use License (WULA) as outlined in Section 21 of the National Water Act (NWA), Act 36 of 1998.
- e. Apply for Air Emission License as outlined in the National Environmental Management: Air Quality Act 39 of 2004 (AQA)
- f. The appointed EAP and/or environmental consulting firm is further expected to identify, and include in the screening report, all other environmental approvals applicable to the proposed project and ensure that these are obtained as part of the EIA process.
- g. The EAP and/or environmental consulting firm must identify Capital dredging site, assess and apply for the Disposal at Sea Permit as National Environmental Management Integrated Coastal Management Act 24 of 2008 as amended.

## 6. Scope of Services

The scope of services required is the completion of the EIA application process and all other applicable permits and securing an EA.

### 6.1. EAP and/or environmental consulting firm's services:

The EAP and/or environmental consulting firm shall provide all services required to aid obtaining Environmental Authorisation and applicable permits for the proposed project including public participation, Specialist investigations and preparation of required reports and management plans.

The appointed EAP and/or environmental consulting firm will be required to:

- Undertake a review of the Project Scope, engineering designs, previous studies inclusive of concept and pre-feasibility reports , and other relevant project documents.



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- Identify and verify the triggered activities within Listing Notice 1,2, and 3 of the 2017 EIA Regulations GN. 326 of the NEMA, Act 107 of 1998 as amended and any applicable legislation.
- The review and confirm the Water-Use Licence triggers, WULA requirements and process.
- The review and confirm the Air Emission Licence required for the project.
- Arrange the pre-application meetings with both the Department of Water and Sanitation and Department of Forestry, Fisheries and the Environment (DFFE).
- Complete the screening report and engagements with the relevant authorities to confirm required authorisation and permits i.e. Basic Assessment or EIA process.
- Submit the application to the DFFE.
- Carry out the Public Participation Process as stipulated in NEMA Act 107 1998: EIA regulations as amended; the process shall include but not limited to:
  - ✓ Identification of stakeholders and interested & affected parties (I&APs)
  - ✓ Advertisement of the EIA process in the local newspapers
  - ✓ Placement of site notices written in isiZulu, English and Afrikaans
  - ✓ Prepare a Background Information Document to be sent out to stakeholders and I&APs
  - ✓ Arrange and facilitate public meetings for updating the stakeholders; and
  - ✓ Provide and facilitate forums for gathering concerns and issues
- Ensure that the authorisation process is undertaken in accordance with the EIA Regulations, 2017 as amended and all approvals are obtained thereof.
- The EAP and/or environmental consulting firm shall be responsible for overall project management to ensure that activities are undertaken within the required timeframes for completion project, ensure that services and reports are of good quality and that all deliverables as set out are met.
- Project management shall include, as a minimum, the following where relevant Project planning and management of all project tasks and deliverables:
  - ✓ Hold project planning and co-ordination meetings.
  - ✓ Attend and take minutes of Employer's formal project progress meetings.
  - ✓ Draw up and revise the project programmes, when necessary.
  - ✓ Arrange and hold meetings with relevant environmental authorities.
  - ✓ Manage Specialist investigations and activities.
  - ✓ Manage review processes.
  - ✓ Prepare and provide all required Reports.



- ✓ Liaise with Employer.

## 7. Deliverables of the Contract

The Employer requires an experienced, registered professional EAP to facilitate the EIA process as well as any other applicable environmental permit/license. The EAP and/or environmental consulting firm shall carry out all the activities, as listed, and any implied activities which are required, in terms of the Environmental Regulations to fulfil all the functions and requirements of legislation and good practice necessary for the Employer to apply for an EA from the Competent Authority for the Project. The EAP and/or environmental consulting firm should take note that the Competent Authority for all Transnet projects requiring Environmental Authorisation, is the National DFFE.

The EAP and/or environmental consulting firm shall provide the services outlined below:

### 7.1 Activity 1: Project Management

The deliverables include, but are not limited to:

- Project initiation
- Project planning and management
- Monthly progress meetings

### 7.2 Activity 2: Environmental Impact Assessment Process

The EAP and/or environmental consulting firm is required to provide a detailed activity schedule and cost breakdown for Scoping and EIA Process as prescribed by the EIA Regulations 2017 as amended, Activities shall include but not necessarily be limited to the following:

- Undertake a comprehensive review of the Project Scope, and other project documents to be made available upon appointment.
- Undertake site visit of the Project area and footprint.
- Arrange and undertake a pre-application consultation engagement with the National Department of Forestry, Fisheries, and the Environment.
- Prepare and submit all required notifications to DFFE.
- Prepare and submit application for Environmental Authorisation to DFFE, together with all other relevant, prescribed documents.
- Undertake all relevant Specialist investigations required to support the application, and that DFFE and the EAP and/or environmental consulting firm may deem necessary.



- Prepare reports which shall address all aspects as outlined in Chapter 4, Parts 2 and 3 of the EIA Regulations and any other aspects that may have been agreed to with the Department.
- Undertake all public participation processes in accordance with the requirements of the EIA Regulations.
- Submit Reports to DFFE within the prescribed timeframes.
- Obtain Environmental Authorisation from DFFE.
- Notify interested and affected parties of the Environmental Authorisation, within the prescribed timeframe.
- Address any appeals lodged against decision, should there be any.
- Notify interested and affected parties of any possible appeals lodged against the decision.

The deliverables include, but are not limited to:

- Draft Scoping Report
- Final Scoping Report
- Draft Environmental Impact Report
- Final Environmental Impact Report
- Draft Environmental Management Programme (EMPr)
- Final Environmental Management Programme
- Environmental Authorisation(s)

### **7.3 Activity 3: Public Participation Process as per Chapter 6 of the 2017 EIA regulations**

- Advertisements and Notices
- Focus Group Meetings and/or public meetings
- Register and records for all Interested & Affected Parties
- Collate, document, and manage all comments received from I&APs, and
- Submit all the comments to the Authorities

The deliverables include, but are not limited to:

- Reports and comments within the Public Participation Process



#### **7.4 Activity 4: Application for the Water-Use License**

The EAP and/or environmental consulting firm must also facilitate the process of applying for the Water-Use License. The EAP and/or environmental consulting firm is required to provide a detailed activity schedule and cost breakdown for the WUL application and obtaining of a Water Use Licence for the proposed project, as prescribed by the NWA, Act 36 of 1998 and associated Regulations.

Activities shall include but not be limited to:

- Pre-application consultation with DWS directorate.
- Preparation and submission of required application forms.
- Engagement with DWS throughout the application review period.

The deliverables include:

- Water Use License

#### **7.5 Activity 5: Application for the Air Emission Licence**

Air emissions licenses (AELs) are obligatory under the National Environmental Management: Air Quality Act 39 of 2004 (AQA) for activities that result in atmospheric emissions which have a significant negative environmental impact, listed in GN 893 of November 22, 2013. The EAP and/or environmental consulting firm is required to provide a detailed activity schedule and cost breakdown for the EAL application and obtaining of a EAL for the proposed project.

Activities shall include but not be limited to:

- Pre-application consultation with the relevant licensing authority.
- Preparation and submission of required application forms.
- Engagement with licensing authority throughout the application review period.

The deliverables include:

- Air Emission License

#### **7.6 Activity 6: Application for the Dumping at Sea Permit**

The EAP and/or environmental consulting firm is required to provide a detailed activity schedule and cost breakdown for the application and obtaining of a Dumping at Sea Permit for the proposed project, as prescribed by the National Environmental Management Integrated Coastal Management Act 24 of 2008 and associated Regulations. Activities shall include but not be limited to:



- Pre-application consultation with DFFE Directorate: Oceans and Coasts.
- Preparation and submission of required application forms.

The deliverables include:

- Obtain Sea Disposal Permit

## **7.7 Activity 6: Application for the uMhlathuze Municipal Bylaws and Schedule trade permit(s)**

The deliverables include:

- Effluent permit and any other applicable permits.

## **7.8 Activity 6: Complete the Appeal Period**

Manage the appeal process if required.

## **7.9 Activity 7: Specialist Studies**

The EAP and/or environmental consulting firm must undertake all relevant specialist investigations required to support the application, which shall include amongst others the Marine Ecology, Sediment and Water Quality. The EAP and/or environmental consulting firm is required to appoint the Specialists as per NEMA Act 107 of 1998 2017 EIA regulations as amended to undertake the Specialist studies for the completion of the assignment. The Specialist studies pricing shall be submitted together with EAP and/or environmental consulting firm's pricing schedule.

## **8. Technical Competency for the project scope**

The EAP and/or environmental consulting firm is required to demonstrate their experience in facilitating the EIAs and Environmental studies on the projects of similar nature. The experience and competencies that will be evaluated for scoring purposes is that of an EAP, Senior EAP (Project Manager), Project Reviewer with Legal competency. Proof of competency (Minimum of a bachelor's degree in environmental management/Science) and proof of registration with Environmental Assessment Practitioner's Association of South Africa (EAPASA) specifically for Environmental Assessment Practitioners. Proof of competencies for the Senior EAP include valid registration with EAPASA and Project Management qualification(s) and/or Project Management professional registration. The project Legal Reviewer must have a minimum of LLB degree/Bcom Law specialising in Environmental Law.



Certificates of professional registration and academic qualifications must be submitted with the response to the tender. The EAP and/or environmental consulting firm must submit the CVs of their relevant personnel proposed for this works. The EAP and/or environmental consulting firm is to identify and appoint the experienced Specialists professionally registered with SACNASP and other relevant professional bodies.

The EAP and/or environmental consulting firm must supply a detailed traceable reference list of similar projects where service rendered. In addition, the EAP and/or environmental consulting firm must provide an Approach Paper/Methodology outlining how they intend to execute the works. The EAP and/or environmental consulting firm must achieve a minimum score of 60 for each of the evaluation criteria to be considered for this tender.

## **9. Management and start up.**

### **9.1 Documentation control**

The EAP and/or environmental consulting firm shall submit all documentation complying to the Employer's standards and requirements through the document control procedure. The EAP and/or environmental consulting firm shall use their own suitable document control system for tracking, maintenance, and handling of all relevant documentation i.e., invoices, reports and drawings issued to them. The EAP and/or environmental consulting firm's documentation shall be issued to either Employer or Employer's Agent under cover of the EAP and/or environmental consulting firm's Transmittal Note indicating all Contract references (i.e., Project No, Contract No, etc.) as well as the EAP and/or environmental consulting firm's Project Document Number, Revision Number, Title and chronological listing of transmitted documentation through Employer's document control.

The EAP and/or environmental consulting firm's data formats submitted is dependent on the project procedure and content and shall be specified by the Employer's Agent, upon the notified request of the EAP and/or environmental consulting firm i.e.:

- Both Adobe Acrobat (.pdf) and native files
- Only a native file
- Only a hard copy
- Only a .pdf file
- Only a .shp file



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The EAP and/or environmental consulting firm shall deliver both hard copies and electronic media copies (CD Rom) to the Employer's address stated within the Contract Data. The documentation to be submitted for review shall be submitted on or before the dates specified on the documentation register cover of the EAP and/or environmental consulting firm's Transmittal Note, and the Transmittal Note must state the purpose of the submission. Every documentation submission of different purposes must be sent on separate transmittals. The EAP and/or environmental consulting firm shall note that documentation will be rejected if this requirement is not met. Acceptance of documentation by the Employer's will in no way relieve the EAP and/or environmental consulting firm of his responsibility for the correctness of information, or conformance with his obligation to provide the Services.

This obligation rests solely with the EAP and/or environmental consulting firm. After review, a copy of the original reviewed/marked-up drawing/document, with the Employer's consolidated comments and document status marked on the EAP and/or environmental consulting firm review label, is scanned and the hard copy shall be returned to the EAP and/or environmental consulting firm under Employer's transmittal note for revision or re-submittal as instructed.

The code resulting from the review is as follows, i.e.: -

- Code C1 – "Proceed, No Exception Taken"
- Code C2 – "Proceed, with Exceptions as Noted, Revise and Resubmit"
- Code C3 – "Do Not Proceed, Revise as Noted and Resubmit"
- Code C4 – "Information Only – Accepted as Submitted"
- Code C5 (FN) – "Certified Final – No Further Submittal Required"
- Code C6 (AB) – "Certified As-Built – No Further Submittal Required"

The EAP and/or environmental consulting firm shall ensure a robust document control system is developed at the commencement of this task. All the correspondence with the authorities, Stakeholders queries, monthly progress meeting reports, the claims invoices, schedules and contractual documents etc are hyperlinked and well organised in a spreadsheet and/or a user-friendly format for easy retrieval. All instructions and decisions must be followed up in writing.

The EAP and/or environmental consulting firm shall allow the Employer's ten (10) working days to review and respond to the EAP and/or environmental consulting firm's submission of their



documentation, i.e., from time of receipt to the time of despatch. However, work shall proceed without delay in the event of late return of the documentation by the Employer with prior notification in writing by the EAP and/or environmental consulting firm. Queries regarding comments should be addressed with the Employer' prior to re-submittal.

All revised data shall be submitted by the EAP and/or environmental consulting firm in its entirety and shall reflect the revision control numbers and shall also indicate which documentation the revised documentation supersedes, if applicable. In case of drawings, Layout, Maps and Diagrams every sheet must have its own revision number and is revised as a single document. In case of documents for all sheets under cover of one document number shall be under the same revision number and be resubmitted, even if the revision is a minor one.

## 9.2 Health & Safety Requirements

The EAP and/or environmental consulting firm as well as all appointed Specialists shall comply with relevant TNPA Health and Safety Policies and Procedures, Health and Safety Guidelines (HAS-GL-0001) and shall ensure compliance with the Occupational Health and Safety Act, no. 85 of 1993 and Applicable Regulations. Compliance with applicable Health and Safety Requirements shall be entirely at the EAP and/or environmental consulting firm's cost. All cost that are not explicitly stated shall be deemed to have been allowed for in the rates and prices.

The EAP and/or environmental consulting firm, his employees as well as any other sub-EAP and/or environmental consulting firms or Specialists appointed shall have valid medicals (where relevant) and safety inductions when accessing or working in construction areas. Proof of these induction records shall be submitted to the Employer's Agent.

All personnel working on site should have attended the health and safety induction course and be in possession of a permit to access the various sites. The inductions will be conducted at a time and location arranged by TNPA.

The following personal protective equipment shall be worn to minimise the risks and health hazards at the site whilst providing the Services:

- Hard Hats
- Safety Glasses/Goggles
- Safety Boots



- Reflective vest

### **9.3 Quality assurance requirements**

The onus rests on the EAP and/or environmental consulting firm to produce work, which will conform in quality and accuracy of detail to the requirements of the activities to be undertaken. Quality control will be managed as per the EAP and/or environmental consulting firm's internal quality control procedures and any additional quality control requirements that may be stipulated in this document.

### **9.4 EAP and/or environmental consulting firm's management, supervision, and key people**

The EAP and/or environmental consulting firm shall provide an organizational structure showing key personnel and Specialists and their lines of authority and communication.

### **9.5 Insurance provided by the Employer**

Procedures for making insurance claims can be obtained from the Employer's Agent.

### **9.6 Contract change management**

The EAP and/or environmental consulting firm shall forward all correspondence with respect to contract change management, i.e. early warnings and notifications of compensation events, on the standard templates provided.

Records of Time Charge, Payments & Assessments of Compensation Events to be kept by the EAP and/or environmental consulting firm.

The EAP and/or environmental consulting firm shall keep the following records available for the Employer's Agent to inspect:

- Records of Sub-Consultants appointed by the EAP and/or environmental consulting firm
- Records of people and equipment within the working areas
- Records of equipment used, and people employed outside the Working Areas
- Records of quotations, invoices and pay slips



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## 10. Procurement

### 10.1 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 Procurement Procedures Manual (PPM).
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective.
- The Public Finance Management Act (PFMA).
- The Broad Based Black Economic Empowerment Act (B-BBEE); and
- The Anti-Corruption Act.

This code of conduct has been included in this contract to formally appraise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

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

Transnet is in the process of transforming itself into a self-sustaining State-Owned Enterprise (SOE), 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.

10.2.1 Transnet will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner. Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers. Employees must not accept or request money or anything of value, directly or indirectly, to:

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



There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

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

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

10.2.3 Transnet’s relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits. Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
- Collusion,
- Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, B-BBEE status, etc.),
- Corrupt activities listed above, and
- Harassment, intimidation or other aggressive actions towards Transnet employees.

Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence 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.

### **10.3 Subcontracting**

#### **10.3.1 Preferred sub-consultants.**

The EAP and/or environmental consulting firm shall not appoint or bring sub- consultants onto site without the prior approval of the Employer’s Agent, and all subcontractors will be required to conform to the requirements as set out herein as if they were employees of the EAP and/or environmental consulting firm. The EAP and/or environmental consulting firm will be required to appoint Specialists (where such Specialist services are not available in-house) to undertake activities as specified in the



description of services below. Curriculum Vitae (CVs) of all Specialists should be included in the EAP and/or environmental consulting firm's submission so that they can be approved by TNPA.

### **10.3.2 Sub- consultants documentation, and assessment of sub- consultants tenders**

The EAP and/or environmental consulting firm shall appoint his sub-EAP and/or environmental consulting firms on the basis of the NEC3 PSC agreements, i.e., on the same terms and conditions applicable to the agreement between Transnet and the EAP and/or environmental consulting firm.

### **10.3.3 Attendance on sub- consultants**

The EAP and/or environmental consulting firm shall ensure that the quality assurance requirements placed on him under this Contract are transferred to any sub- consultants.

### **10.3.4 Plant and Materials**

No plant or materials are provided as "free issue" by the Employer.

### **10.4 Management structures**

The Professional Services Contract shall indicate who the TNPA Employer's Agent s. The TNPA project manager is fully empowered to act on behalf of TNPA for the services covered by the Contract. The project manager will accept, or not accept, the EAP and/or environmental consulting firm's assessment of the amount due in terms of the contract.

### **10.5 Ownership of Data, Designs and Documents**

The Parties shall agree that copyright in the data, design and documents shall, after payments by the Employer of the services to the EAP and/or environmental consulting firm, lie with the Employer subject to the Employer's indemnification against any claim from any party that may arise as a result of the Employer's use of such a document due to the EAP and/or environmental consulting firms infringement of copyright.

### **11. Information to be provided by the Employer**

Transnet National Ports Authority will provide all relevant project, engineering and environmental documentation required to provide the services outlined above.



## **12. Facilities and Equipment to be provided by the Employer**

There will be no facilities or equipment that will be provided by the Employer. The Consultant shall provide the calibration and testing certificate(s) showing that the equipment is in good conditions to undertake services.

## **13. Invoices**

All invoices submitted by the EAP and/or environmental consulting firm shall be VAT invoices, which invoices shall be accompanied by a daily activity sheet covering the services together with, where relevant, a brief explanation as to what the time covered, the task order number and a full breakdown of expenses to which receipts relate. The invoice must correspond to the Employer's Agent assessment of the amount due to the EAP and/or environmental consulting firm as stated in the payment certificate. Invoices must be submitted by the last working day of the month stating the following:

- Invoice addressed to Transnet Limited,
- Transnet Limited's VAT No: 4720103177,
- Invoice number,
- Registered name of the EAP and/or environmental consulting firm,
- Address (Physical and Postal) of the EAP and/or environmental consulting firm,
- The EAP and/or environmental consulting firm's VAT Number, and
- The Contract Number.

The invoice is presented either by post or by hand delivery or via email by the 16th day of the assessment month. Statements must accompany invoices. Invoices submitted by post are addressed to:

TNPA Emendi Admin Building

Neptune Rd

Port of Ngqura

Gqeberha

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For the attention of the Employers Agent: Qiniso Shezi

Invoices are to be delivered to:

TNPA Emendi Admin Building

Neptune Rd

Port of Ngqura

Gqeberha

6212

For the attention of the Employer Agent: Qiniso Shezi

The Employer deducts any amount owed by the EAP and/or environmental consulting firm to the Employer from any amount payable by the Employer to the EAP and/or environmental consulting firm. All payments are provisional and subject to audit. The EAP and/or environmental consulting firm preserves his records for such a period as legislation requires, but in any event not less than five (5) years. All the invoices will be directed to Employer's representative determined in terms of DoA appointment.

## Annexures

A list of documents that will be provided to the selected service provider:

Annexure	Description / Discipline	Document No(s)
A	TNPA Health and Safety Policies and Procedures, Health and Safety Guidelines	HAS-GL- 0001
B		