

**Transnet National Ports Authority**

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR QUOTATION (RFP)**

**FOR: THE PROVISION OF ENVIRONMENTAL SERVICES FOR ENVIRONMENTAL SPECIALIST  
STUDIES FOR THE DURBAN LOGISTICS HUB PROGRAMME: PORT OF RICHARDS BAY**

<b>RFP NUMBER</b>	<b>:</b>	<b>TNPA/2022/04/0350/RFP</b>
<b>ISSUE DATE</b>	<b>:</b>	<b>25 May 2022</b>
<b>COMPULSORY BRIEFING</b>	<b>:</b>	<b>02 June 2022</b>
<b>CLOSING DATE</b>	<b>:</b>	<b>15 June 2022</b>
<b>CLOSING TIME</b>	<b>:</b>	<b>17H00</b>
<b>TENDER VALIDITY PERIOD</b>	<b>:</b>	<b>12 weeks from Closing Date</b>

## **Contents**

<b>Number</b>	<b>Heading</b>
---------------	----------------

### **The Tender**

#### **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         |

### **The Contract**

#### **Part C1: Agreements and Contract Data**

- |      |                              |
|------|------------------------------|
| C1.1 | Form of Offer and Acceptance |
| C1.2 | Contract Data (Parts 1 & 2)  |

#### **Part C2: Pricing Data**

- |      |                                |
|------|--------------------------------|
| C2.1 | Pricing Instructions: Option A |
| C2.2 | Activity Schedule              |

#### **Part C3: Scope of Services**

- |      |                   |
|------|-------------------|
| C3.1 | Scope of Services |
|------|-------------------|

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## **The Tender**

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## **Part T1: Tendering Procedures**

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## **T1.1 Tender Notice and Invitation**

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Transnet National Ports Authority

Tender Number: TNPA/2022/04/0350/RFP

Description of the Services: The provision of environmental services for environmental specialist studies for the Durban Logistics Hub Programme: Port of Richards Bay

## 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>	The provision of environmental services for environmental specialist studies for the Durban Logistics Hub Programme: <b>Port of Richards Bay</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> FREE OF CHARGE.</b>
<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted at <b>Transnet (RME), Anchor Boardroom, 01 Commodore Close, Old Naval Base, Richards bay, 3900, on the 02 June 2022, at 10:00am [10 O'clock]</b> for a period of <math>\pm 1</math> (one) hour. [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>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 <i>Employer's</i> Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
<b>CLOSING DATE</b>	<p><b>17H00 on 15 June 2022</b></p> <p><b>Tenderers must ensure that tenders are uploaded timeously onto the system. 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://www.transnet.net>);
- Click on "TENDERS";
- Scroll towards the bottom right hand side of the page;
- On the blue window click on "register on our new eTender Portal";
- 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.

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 any 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;
- 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.
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.

## 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.....

**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)**

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## **T1.2 Tender Data**

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# "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

[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

## Final Review

Sand verification code

↓

Continued New Pathwork:

Green, T. J.

Dispersal Name:

## Summary

Second Supply Outflow Fraction

Company Registration Number

Country/Region

Source: Region.

### References and Notes

### State Response

Street Address

Positive Control

Drop Size Range

**Cratit**


**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

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

Then click on Verify code

Verify code

Send new 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**

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 Respond Teams Quick Steps Move Tags Editing Read Aloud Translate Zoom Send to OneNote Viva Insights Add-In

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

SRV-TCC-Etender  
To: noreply@transnet.net  
This message was sent with Low importance

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 information

Kind Regards,  
Transnet eTenders

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**

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

**ADVERTISED TENDERS**

Open Tenders Other Tenders

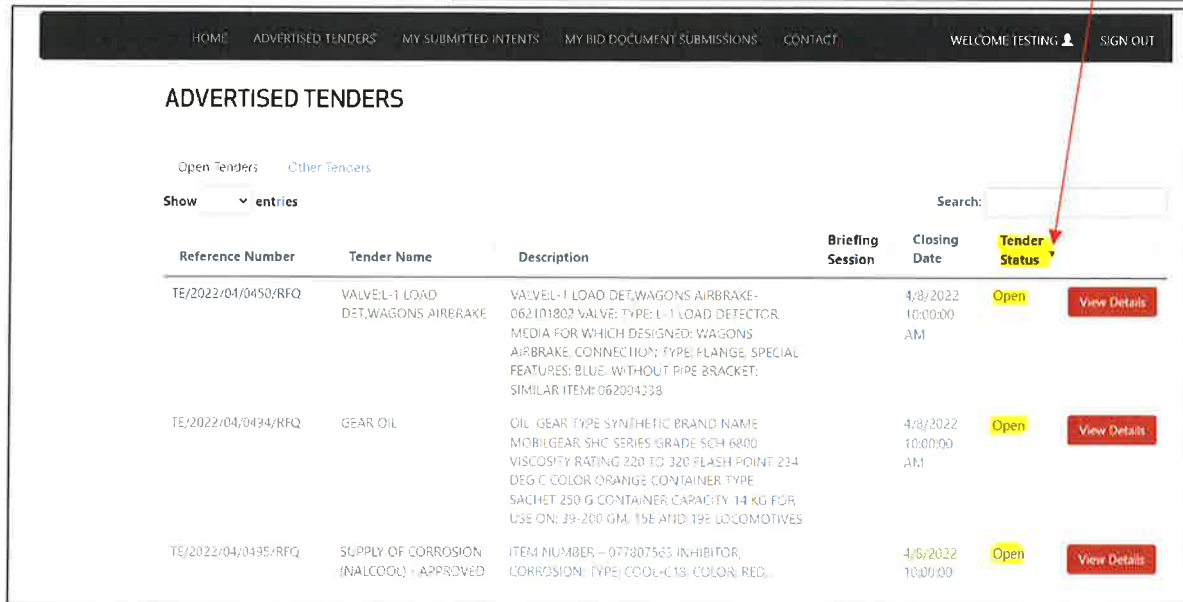
Show entries

Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
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	<a href="#">View Details</a>
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	<a href="#">View Details</a>
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	<a href="#">View Details</a>
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	<a href="#">View Details</a>

When signed in, select "ADVERTISED TENDERS".

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

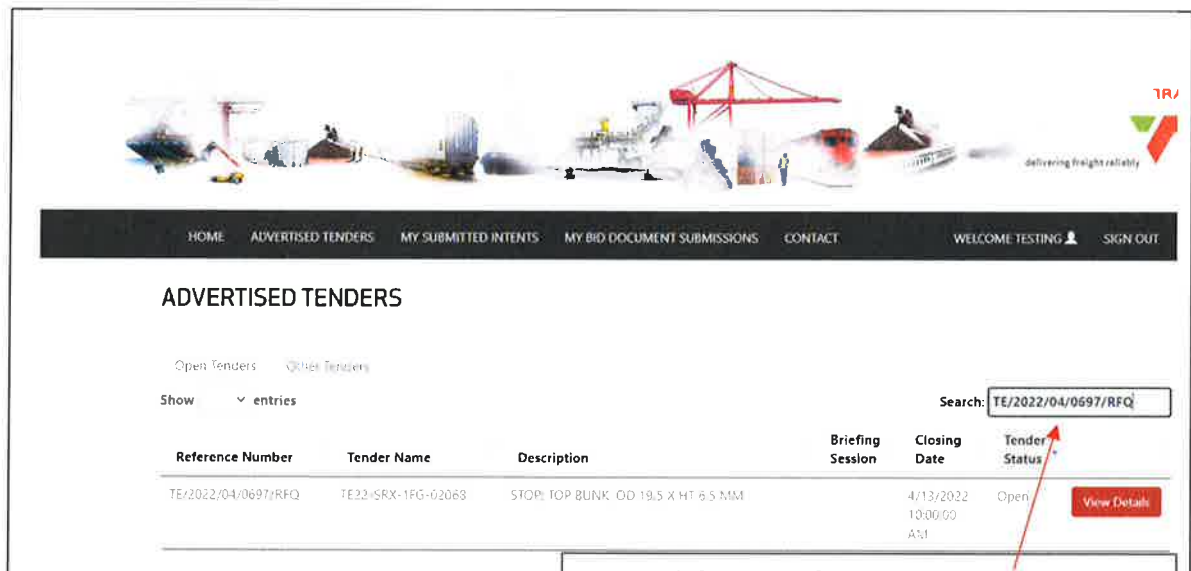
## ADVERTISED TENDERS

Open Tenders Other Tenders

Show ▾ entries

Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0450/Rfq	VALVE-L1 LOAD DET,WAGONS AIRBRAKE	VALVE-L1 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: 062004238		4/8/2022 10:00:00 AM	Open	<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	Open	<a href="#">View Details</a>
TE/2022/04/0495/Rfq	SUPPLY OF CORROSION (NALCOOL) + APPROVED	ITEM NUMBER - 077807563 INHIBITOR CORROSION TYPE: COOL+CLB COLOR: RED		4/6/2022 10:00:00	Open	<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: TE/2022/04/0697/Rfq

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	Open	<a href="#">View Details</a>

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

## ADVERTISED TENDERS



Open Tenders Other Tenders

Show ▾ entries

Search: TE22-SRX-1FG-02068

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	Open	<a href="#">View Details</a>

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.

**TENDER DETAILS**

**Tender Details**

<b>Tender Reference Number</b>	TE/2022/04/0697/RFO
<b>Name Of Tender</b>	TE22-SRX-1FG-02058
<b>Description</b>	STOP: TOP BUNK, OD 19.5 X HT 6.5 MM
<b>Tender Type</b>	RFO
<b>Contact Person</b>	Charl du Preez Transnet Engineering SUR
<b>Contact Person Email Address</b>	Charl du Preez@transnet.net
<b>Date Published</b>	4/7/2022 3:51:47 PM
<b>Closing Date</b>	4/13/2022 10:00:00 AM
<b>Briefing Date And Time</b>	
<b>Briefing Details</b>	
<b>Location Of Service</b>	Coaches, Salt River

**Briefing Session**

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

**Attachments**

- 3.14 Standard Terms and Conditions of Contract
- 3.18 Supplier Integrity Pact, April 2020\_v1.pdf
- 3.19 Non Disclosure Agreement, April 2020\_v1.pdf
- 3.9 Request for Quotations TE22-SRX-1FG-02058

**Log An Intent To Bid**

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**

<b>Tender Reference Number</b>	TE/2022/04/0697/RFO
<b>Name Of Tender</b>	TE22-SRX-1FG-02058
<b>Description</b>	STOP: TOP BUNK, OD 19.5 X HT 6.5 MM
<b>Tender Type</b>	RFO
<b>Contact Person</b>	Charl du Preez Transnet Engineering SUR
<b>Contact Person Email Address</b>	Charl du Preez@transnet.net
<b>Date Published</b>	4/7/2022 3:51:47 PM
<b>Closing Date</b>	4/13/2022 10:00:00 AM
<b>Briefing Date And Time</b>	
<b>Briefing Details</b>	
<b>Location Of Service</b>	Coaches, Salt River
<b>Name Of Institution</b>	FE
<b>Tender Category</b>	Goods
<b>Tender Status</b>	Open

**Briefing Session**

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

**Attachments**

- 3.14 Standard Terms and Conditions of Contract
- 3.18 Supplier Integrity Pact, April 2020\_v1.pdf
- 3.19 Non Disclosure Agreement, April 2020\_v1.pdf
- 3.9 Request for Quotations TE22-SRX-1FG-02058

**Log An Intent To Bid**

☒ **Submit Intent** **Cancel**

**Tender Details**

**Tender Reference Number**

**Name Of Tender**

**Description**

**Tender Type**

**Contact Person**

**Contact Person Email Address**

**Date Published**

**Closing Date**

**Briefing Date And Time**

**Briefing Details**

**Location Of Service**

**Name Of Institution**

**Tender Category**

**Tender Status**

### Intent to Bid

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

[Close](#)

**Briefing Session**

**Closing Date**

**Attachments**

**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

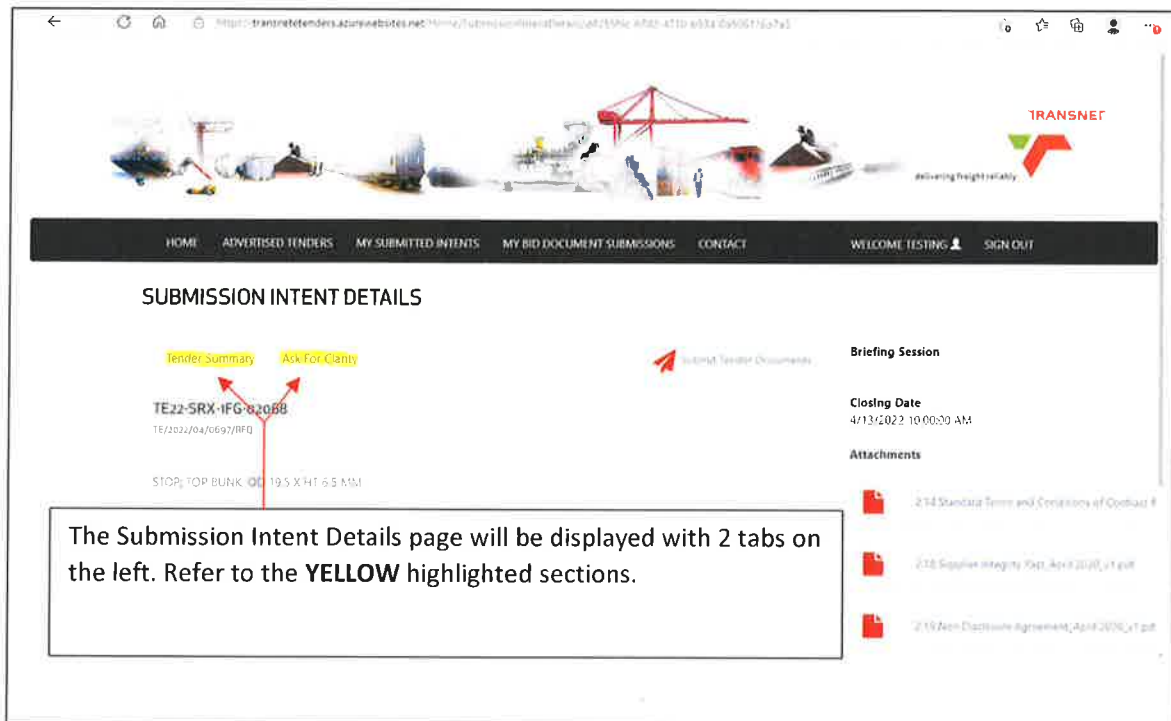
Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TE22/2022/04/0697:RFQ	TE22-SRX-1FG-02068	STOP: TOP BUNK, OD 19 S X HT 6.5 TMM		4/13/2022 10:00:00 AM	<a href="#">View Details</a>

Showing 1 to 1 of 1 entries

Previous 1 Next

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





**SUBMISSION INTENT DETAILS**

Tender Summary Ask for Clarity

TE22-SRX-IFG-82068  
TE/2022/04/0697/RFQ

STOP TOP BUNK OF 19.5 X HT 6.5 MM

**Ask for Clarity**

**Transnet Tender Documents**

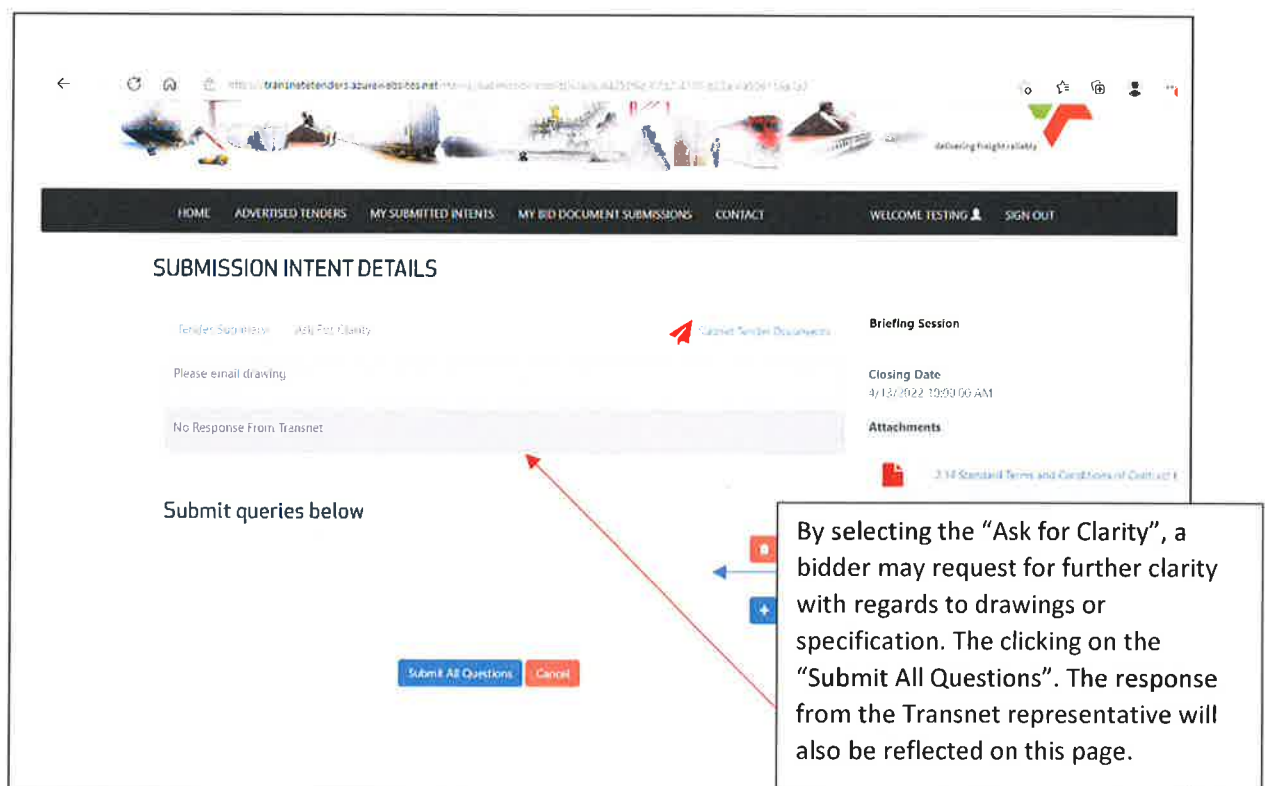
**Briefing Session**

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

**Attachments**

- 2.14 Standard Terms and Conditions of Contract
- 2.15 Supplier Integrity Form April 2020\_v1.pdf
- 2.16 Asset Disclosure Agreement April 2020\_v1.pdf

The Submission Intent Details page will be displayed with 2 tabs on the left. Refer to the **YELLOW** highlighted sections.



**SUBMISSION INTENT DETAILS**

Tender Summary Ask for Clarity

Please email drawing

No Response From Transnet

**Submit queries below**

**Submit All Questions** **Cancel**

**Transnet Tender Documents**

**Briefing Session**

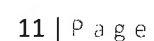
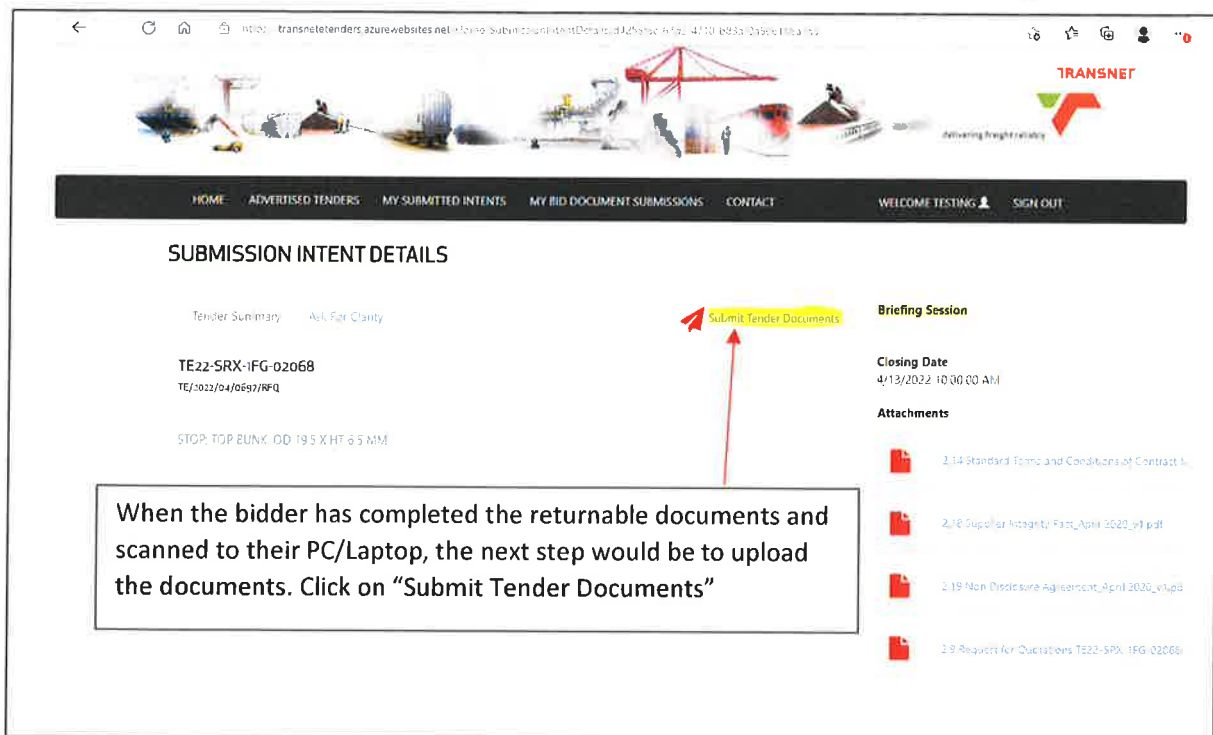
**Closing Date**  
4/13/2022 10:00:00 AM

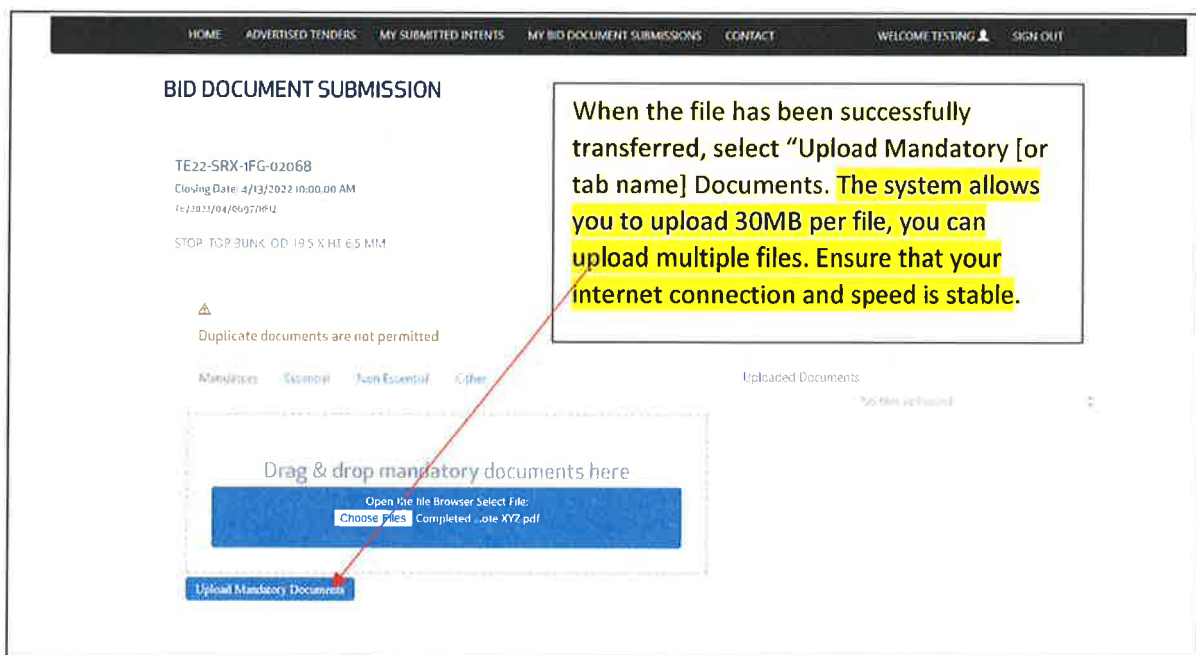
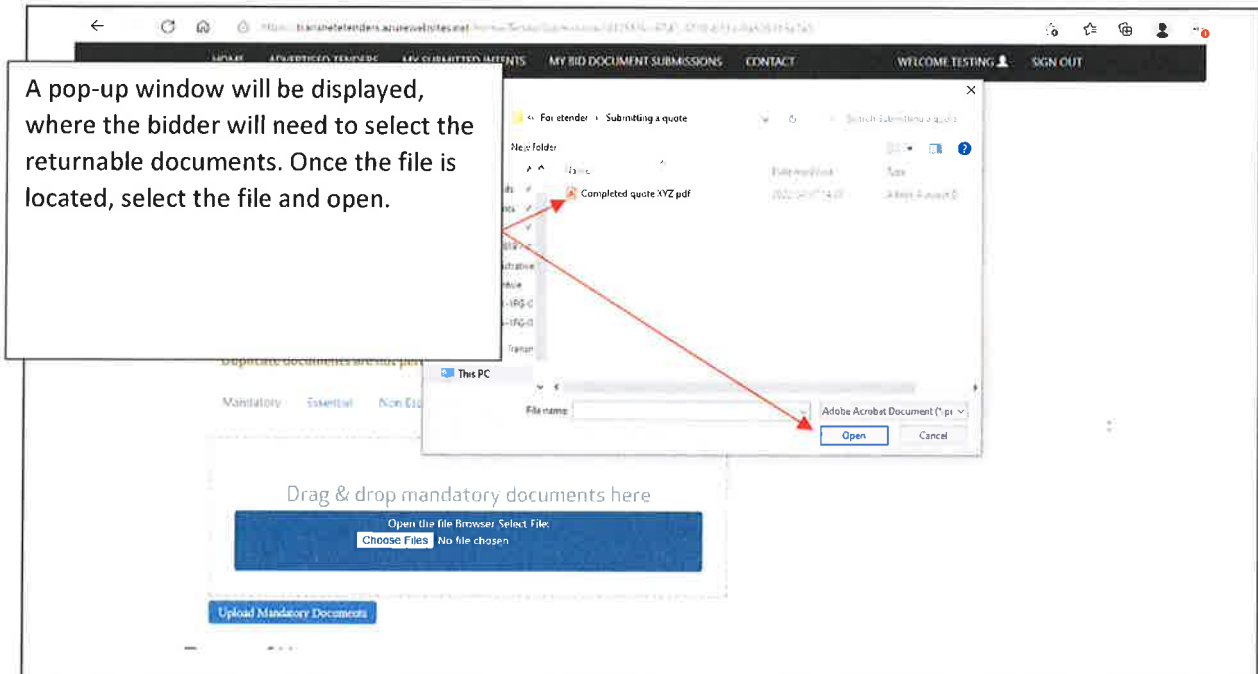
**Attachments**

- 2.14 Standard Terms and Conditions of Contract

By selecting the "Ask for Clarity", a bidder may request for further clarity with regards to drawings or specification. The clicking on the "Submit All Questions". The response from the Transnet representative will also be reflected on this page.







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

TE/2022/04/0697/RFO

STOP: TOP BUNK, OD 19.5 X HT 6.5 MM

⚠ Duplicate documents are not permitted

Mandatory Extension 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

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

Uploaded Documents

Completed quote XYZ.pdf Document Type: Mandatory

Remove

Submit Bid

TRANSNET

Delivering Project's success

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

### MY BID DOCUMENT SUBMISSIONS

Show 10 entries

Search:

Tender Reference Number	Name	Date Submitted	Company Name	View Details
TE/2022/04/0697/RFO	TE22-SRX-1FG-02068	4/8/2022 @ 59:06 AM	Transnet Engineering	View Details

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen will progress to "MY BID DOCUMENT SUBMISSION", where the "View Details" can be selected to confirm that all required information is submitted correctly.

## 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 Activity Schedule



	Part C3: Scope of services	C3.1 Scope of Services
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Mphoyakaomphile Ngwenya
	Address:	Transnet National Ports Authority 237 Mahatma Ghandi Road Durban 4001
	Tel No.	011 308 4044
	E – mail	Mphoyakaomphile.Ngwenya@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	<b>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:</b>	
	<p>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 eligibility criteria will be regarded as an unacceptable tender.</i></b></p>	
	<b>2. Stage Two - Functionality:</b>	
	<p>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 60 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 Functionality criteria will be regarded as an unacceptable tender.</i></b></p>	
C.2.7	<p>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.</p>	

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

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C.2.12 No alternative tender offers will be considered.

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

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

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

Time: **17H00 on the 15 June 2022**

Location: The Transnet e-Tender Submission Portal: [www.transnet.net](http://www.transnet.net)

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**NO LATE TENDERS WILL BE ACCEPTED**

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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.

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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 case of all EMEs and QSEs with 51% black ownership or 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

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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:

**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.**

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### Functionality Criteria

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
<b>T2.2-02 Method Statement/ Approach Paper</b>	Methodology that clearly demonstrates the Consultant's <u>understanding of the scope of works</u> and indicates how the Consultant intends to deliver the necessary services in line with the timelines of the Durban Logistics Hub Programme. The approach must include details on how <u>key resources</u> will be mobilised, how and when <u>key milestones</u> will be reached and <u>risk management</u> of the services to be delivered.		<b>40</b>
<b>T2.2-03 Management &amp; CVs of Key persons:</b>	CV's showing the qualifications, relevant experience, adequacy for the assignment and professional registration of key resources, with relevant professional bodies, that will form part of the tenderer's team for each individual task, which shall include amongst others the following: -		<b>40</b>



	Environmental Assessment Practitioner	10	
	Social Ecologist/Social Impact Assessment Specialist	10	
	Stakeholder Management Specialist	10	
	Specialists (Natural Scientists)	10	
<b>T2.2-04 Previous Experience</b>	The tenderer has relevant experience relating to similar services (Environmental Impact Assessments or Strategic Environmental Assessments for mega infrastructure projects) indicated by a list and description of mega infrastructure projects undertaken, the outcome of EIA projects, capital value of projects and references.		<b>20</b>
<b>Maximum possible score for Functionality</b>			<b>100</b>

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

- T2.2-02 Method Statement
- T2.2-03 Management & CVs
- T2.2-04 Previous Experience





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 6.

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,

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 BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

**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



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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) 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, 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,
- e) complies with the legal requirements, if any, stated in the tender data and
- f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

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## **Part T2: Returnable Documents**

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## **T2.1: List of Returnable Documents**

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## **T2.1 List of Returnable Documents**

### **2.1.1 These schedules are required for eligibility purposes:**

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

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

- T2.2-02 **Evaluation Schedule:** Method Statement  
T2.2-03 **Evaluation Schedule:** Management & CV's  
T2.2-04 **Evaluation Schedule:** Previous experience

### **2.1.3 Returnable Schedules:**

#### **General:**

- T2.2-05 Intention to Tender  
T2.2-06 Authority to submit tender  
T2.2-07 Record of addenda to tender documents  
T2.2-08 Risk Elements  
T2.2-09 Capacity and Ability to meet Delivery Schedule

### **2.1.4. Agreement and Commitment by Tenderer:**

- T2.2-10 Agreement in terms of Protection Information Act, 4 of 2013 ("POPIA")  
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 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

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

- T2.2-18 Insurance provided by the Consultant  
T2.2-19 Form of Intent to provide a Performance Guarantee  
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**

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## **T2.2: Returnable Schedules**

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

This is to certify that

(Company Name  
or member of a  
Joint Venture)

Represented  
By:

(Name and  
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	<b>Transnet (RME), Anchor Boardroom, 01 Commodore Close, Old Naval Base, Richards bay, 3900</b>	
On (date)	02 June 2022	<b>Starting time: 10:00am</b>

**Attendance of the above company/joint venture at the meeting was confirmed:**

Name

Signature

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

Date



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**These Schedules are required for  
Evaluation Purposes**

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## T2.2-02: Evaluation Schedule - Method Statement/ 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 tenderer 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*.

Hereunder are some helpful prompts to assist with the development of the Approach Paper:

### TEAM SET UP

1. How will the team of Key People be set up to perform the various components of the Scope?
2. If not Richards Bay/Durban based, how will travel costs be curbed for team members travelling from outside these areas?
3. In referring to the Organogram supplied at T2.2-03, the tenderer should discuss team composition – carefully setting out the various and required roles indicating who will be fulfilling each role (some names may be duplicated and this must be made explicit).
4. How will the roles of Project Manager/EAP and Specialists function? (see 'Key People' in T2.2-03)
5. Has the Tenderer worked with the Specialists before? What are their credentials?
6. How will the team be protected from COVID-19 related risks? How will these affect them undertaking their activities/tasks?

### EAP/Project Manager

7. How will this task be undertaken, and what are the foreseeable risks to completing the Screening & Baseline Assessment in time? How can these risks be mitigated?
8. How will Stakeholder Engagement be coordinated?
9. Have all COVID-19 related regulations and guidelines been incorporated into the planning?
10. What are the gaps in the current available information? Are any further specialist studies anticipated?

## SCHEDULING

Propose a timeline or draft schedule for the required *services*. Make specific reference to what you would consider to be key milestones.

11. How, and in what order, will the necessary tasks be undertaken?
12. What are the possible risks that can affect the schedule? How has this been incorporated into the planning?
13. The Approach Paper should articulate as best as possible what services the *Consultant* will be providing, what activities will be undertaken, and what will be delivered as a necessary part of the stated and implied *services* as part of this tender document.

## GENERAL

14. The *Consultant* should be fully conversant on the NEC3 contracting strategy.
15. The *Consultant* must not only describe the deliverables but also explain his / her understanding of the *Employer's* objectives and the stated and implied requirements of the *services*. Highlight the issues of importance, and explain the technical approach that would be adopted to address them.
16. 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.) in order to successfully execute the Services.
17. 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.
18. The *Consultant* must understand completely what is expected of them and use this opportunity to demonstrate that. The *Consultant* must attach the approach paper to this page.

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.

The scoring of the approach paper will be as follows:

	<b>Method Statement/ Approach Paper (40)</b>
<b>Score 0</b>	The tenderer has submitted no information
<b>Score 20</b>	<p>The approach is <u>not acceptable</u>.</p> <p>The approach <u>will not satisfy the Employer's objectives and stipulated requirements</u>.</p> <p>The tenderer has misunderstood the Scope of Services and <u>does not deal with</u> the various aspects and components of the Scope of Services.</p> <p>The tenderer <u>does not deal with</u> the critical aspects such as risk mitigation, COVID-19, nor the coordination of activities in order to deliver the various aspects and components of the Scope of Services.</p>
<b>Score 40</b>	<p>The approach is <u>poor</u>.</p> <p>The approach is <u>unlikely to satisfy the Employer's objectives and stipulated requirements</u>.</p> <p>The tenderer has misunderstood certain aspects of the Scope of Services.</p> <p>The tenderer <u>does not sufficiently deal with</u> the critical aspects such as risk mitigation, COVID-19, nor the coordination of activities in order to deliver the various aspects and components of the Scope of Services.</p> <p>Or the approach is <u>generic</u>.</p>
<b>Score 60</b>	<p>The approach <u>is satisfactory and shows that the tender has applied their mind</u> to the particulars of the project.</p> <p>The <u>approach is able to address the Employer's objectives and stipulated requirements</u>.</p> <p>The tenderer <u>has considered critical aspects</u> such as risk mitigation, COVID-19, and the coordination of activities.</p> <p>The tenderer <u>demonstrates some knowledge</u> of undertaking EIAs/SEAs for mega infrastructure projects, and in working with organs of state / or state entities.</p> <p>The manner in which risk is to be managed etc. is mostly satisfactory.</p>
<b>Score 80</b>	<p>The approach is <u>exemplary and also specifically tailored</u> to the particulars of the project.</p> <p>The approach <u>will address the Employer's specific objectives and requirements</u>.</p> <p>The tenderer has meaningfully incorporated <u>critical aspects</u> such as risk mitigation, COVID-19, and the coordination of activities into the approach.</p> <p>The tenderer <u>demonstrates keen insights</u> into undertaking EIAs/SEAs for mega infrastructure projects, and into working with organs of state / or state entities.</p>
<b>Score 100</b>	<p>Besides meeting the "80 score" rating, the <u>important issues are approached in an innovative and efficient way</u>, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches.</p> <p>The approach paper details <u>ways to improve the intended outcomes</u>.</p>

## T2.2-03: Evaluation Schedule - Management and CV's of Key People

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)/Project Manager**
  - **Marine Ecologist/Biologist**
  - **Avifauna Specialist**
  - **Biodiversity Offset Specialist**
  - **Climate Change Scientist**
  - **Social Impact Assessment Specialist**
  - **Stakeholder Management Specialist**
3. The CV's of Key People must include their:
  - **Qualifications**
  - **Adequacy** for the assignment
  - **Years' of Experience** delivering Project Management/EAP, or Specialist services (relevant to the role the CV is provided for).
  - **Registration with EAPASA OR Proof of submitted application with EAPASA for the EAP/Project Manager**
  - **Registration with SACNASP for Natural Scientist**

**Note:** Copies of qualifications must be submitted with the tender document. If copies of qualifications are not submitted with the tender document, it will be marked as non-responsive and a score of 0 will be allocated.

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 attempt to demonstrate that these are equivalent to the South African National Qualifications Framework (NQF levels).



**Attached submissions to this schedule:**

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.....

Key People	Names
Environmental Assessment Practitioner/Project Manager	
Social Impact Assessment Specialist	
Stakeholder Management Specialist	
Specialists (Natural Scientists)	

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

<b>Management and CV's of Key People (40)</b>				
	<b>ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP)/PROJECT MANAGER</b>	<b>STAKEHOLDER MANAGEMENT SPECIALIST</b>	<b>SOCIAL ECOLOGIST/SOCIAL IMPACT ASSESSMENT SPECIALIST</b>	<b>SPECIALISTS (NATURAL SCIENTISTS)</b>
	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>
<b>Score 0</b>	The tenderer has submitted no information	The tenderer has submitted no information	The tenderer has submitted no information	The tenderer has submitted no information
<b>Score 20</b>	<p><b>Qualifications:</b> They are in possession of a Bachelors Degree (anything other than BSc); registration with EAPASA is pending; and/or</p> <p><b>Adequacy:</b> They have no EAP/Management experience, skills, or training; and/or</p> <p><b>Years of experience:</b> They have less than 5 years on-the-job EAP/Management experience.</p>	<p><b>Qualifications:</b> They are in possession of a Bachelors Degree and/or</p> <p><b>Adequacy:</b> They have no experience, skills, or training relevant to the task; and/or</p> <p><b>Years of experience:</b> They have less than 2 years relevant on-the-job facilitation experience.</p>	<p><b>Qualifications:</b> They are in possession of a Bachelors Degree (anything other than BSc); registration with SACNASP is pending and/or</p> <p><b>Adequacy:</b> They have no experience, skills, or training relevant to the project; and/or</p> <p><b>Years of experience:</b> They have less than 4 years relevant on-the-job Specialist experience.</p>	



Description of the Services: The provision of environmental services for environmental specialist studies for the Durban Logistics Hub Programme: Port of Richards Bay

	ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP)/PROJECT MANAGER	STAKEHOLDER MANAGEMENT SPECIALIST	SOCIAL ECOLOGIST/SOCIAL IMPACT ASSESSMENT SPECIALIST	SPECIALISTS (NATURAL SCIENTISTS)
<b>Score 40</b>	<p><b>Qualifications:</b> They are in possession of a Bachelors Degree in Science (BSc); registration with EAPASA is pending; and/or</p> <p><b>Adequacy:</b> They have limited levels of EAP experience, skills, or training; and/or</p> <p><b>Years of experience:</b> They have 5-7 years of on-the-job EAP/Management (or similar) experience.</p>	<p><b>Qualifications:</b> They are in possession of a Bachelors Degree and/or</p> <p><b>Adequacy:</b> They have limited levels of experience, skills, or training; and/or</p> <p><b>Years of experience:</b> They have 4 or more, but less than 4 years of relevant on the job facilitation experience</p>	<p><b>Qualifications:</b> They are in possession of a Bachelors Degree and/or</p> <p><b>Adequacy:</b> They have limited levels of experience, skills, or training; and/or</p> <p><b>Years of experience:</b> They have 4 or more, but less than 4 years of relevant on the job social impact assessment experience</p>	<p><b>Qualifications:</b> They are in possession of a Bachelors Degree in Science (BSc) registration with SACNASP is pending and/or</p> <p><b>Adequacy:</b> They have limited levels of experience, skills, or training relevant to the project; and/or</p> <p><b>Years of experience:</b> They have 4 or more, but less than 8 years of relevant on the job Specialist experience</p>
<b>Score 60</b>	<p><b>Qualifications:</b> They are in possession of a Bachelors Degree Postgrad / Honours (all others except BSc); registration with EAPASA is pending; and/or</p> <p><b>Adequacy:</b> They have satisfactory levels of experience, skills, or training; and</p> <p><b>Years of experience:</b> They have 8-10 years of on-the-job EAP/Management (or similar) experience.</p>	<p><b>Qualifications:</b> They are in possession of a Bachelors Degree Postgrad / Honours; and/or</p> <p><b>Adequacy:</b> They have satisfactory levels of experience, skills, or training; and</p> <p><b>Years of experience:</b> They have 6 or more years of relevant on-the-job facilitation experience.</p>	<p><b>Qualifications:</b> They are in possession of a Bachelors Degree Postgrad / Honours; and/or</p> <p><b>Adequacy:</b> They have satisfactory levels of experience, skills, or training; and</p> <p><b>Years of experience:</b> They have 6 or more years of relevant on-the-job social impact assessment experience.</p>	<p><b>Qualifications:</b> They are in possession of a Bachelors Degree Postgrad / Honours (all others except BSc); registration with SACNASP is pending and/or</p> <p><b>Adequacy:</b> They have satisfactory levels of experience, skills, or training relevant to the project; and</p> <p><b>Years of experience:</b> They have 8 or more years of relevant on-the-job Specialist experience.</p>



Description of the Services: The provision of environmental services for environmental specialist studies for the Durban Logistics Hub Programme: Port of Richards Bay

<p><b>Score 80</b></p>	<p><b>Qualifications:</b> They are in possession of a Bachelors Degree in Science Postgrad / Honours (BSc H); EAP is registered with EAPASA; and/or</p> <p><b>Adequacy:</b> They have extensive levels of experience, skills, or training and</p> <p><b>Years of experience:</b> They have 11 – 12 years of on-the-job EAP/Management (or similar) experience</p>	<p><b>Qualifications:</b> They are in possession of a Bachelors Degree in Postgrad / Honours ; and/or</p> <p><b>Adequacy:</b> They have extensive levels of experience, skills, or training; and</p> <p><b>Years of experience:</b> They have 8 or more years of relevant on-the-job facilitation experience.</p>	<p><b>Qualifications:</b> They are in possession of a Bachelors Degree in Postgrad / Honours ; and/or</p> <p><b>Adequacy:</b> They have extensive levels of experience, skills, or training; and</p> <p><b>Years of experience:</b> They have 8 or more years of relevant on-the-job social impact assessment experience.</p>	<p><b>Qualifications:</b> They are in possession of a Bachelors Degree in Science Postgrad / Honours (BSc H); is registered with SACNASP as a <i>Pr.Sci.Nat</i> and/or</p> <p><b>Adequacy:</b> They have extensive levels of experience, skills, or training relevant to the project; and</p> <p><b>Years of experience:</b> They have 12 or more years of relevant on-the-job Specialist experience.</p>
<p><b>Score 100</b></p>	<p><b>Qualifications:</b> They are in possession of a Masters Degree and is registered with EAPASA; and/or</p> <p><b>Adequacy:</b> They have outstanding levels of experience, skills, or training; and</p> <p><b>Years of experience:</b> They have 13 or more years of on-the-job EAP/Management experience</p>	<p><b>Qualifications:</b> They are in possession of a Masters Degree; and/or</p> <p><b>Adequacy:</b> They have outstanding levels of experience, skills, or training; and</p> <p><b>Years of experience:</b> They have 15 or more years relevant on-the-job facilitation experience.</p>	<p><b>Qualifications:</b> They are in possession of a Masters Degree; and/or</p> <p><b>Adequacy:</b> They have outstanding levels of experience, skills, or training; and</p> <p><b>Years of experience:</b> They have 15 or more years relevant on-the-job social impact assessment experience.</p>	<p><b>Qualifications:</b> They are in possession of a Masters Degree; is registered with SACNASP as a <i>Pr.Sci.Nat</i> and/or</p> <p><b>Adequacy:</b> They have outstanding levels of experience, skills, or training relevant to the project; and</p> <p><b>Years of experience:</b> They have 15 or more years relevant on-the-job Specialist experience.</p>

## T2.2-04: 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 Strategic Environmental Assessments (SEAs) for mega infrastructure projects. The tenderer shall supply a list/table and description of mega infrastructure projects, capital value and undertakings that the Key Person identified in T2.2-04 was involved in, and a sufficiently detailed reference list, contact details of existing and previous customers, clients and/or peers who can verify their previous experience.

For the purposes of scoring - this means that the

- **Environmental Assessment Practitioner (EAP);**  
must demonstrate their experience (as evident in the CV submitted).

### Index of documentation attached to this schedule:

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The scoring of the Previous Experience will be as follows:

	<b>Previous Experience of the EAP (20)</b>
<b>Score 0</b>	The tenderer has submitted no information.
<b>Score 20</b>	The tenderer has submitted inadequate information. The list of previous projects does not include descriptions, and the reference list is incomplete.  The EAP has experience in conducting 5 or less EIAs/SEA for mega infrastructure projects.
<b>Score 40</b>	From the list of projects and references provided it can be ascertained that the EAP has limited experience with EIAs/SEAs.  The EAP has experience in conducting 6 – 11 EIAs/SEA for mega infrastructure projects.
<b>Score 60</b>	From the list of projects and references provided it can be ascertained that the EAP has satisfactory experience with EIAs/SEAs.  The EAP has experience in conducting 12 – 17 EIAs/SEA for mega infrastructure projects.
<b>Score 80</b>	From the list of projects and references provided it can be ascertained that the EAP has extensive experience in EIAs of a varied nature.  The EAP has experience in conducting 18 – 23 EIAs/SEA for mega infrastructure projects
<b>Score 100</b>	From the list of projects and references provided it can be ascertained that the EAP has outstanding experience with EIAs. The EAP has previously worked projects similar that described in this tender.  The EAP has experience in conducting 24 or more EIAs/SEA for mega infrastructure projects.

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## **General Returnable Schedules**

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Transnet National Ports Authority

Tender Number: TNPA/2022/04/0350/RFP

Description of the Services: The provision of environmental services for environmental specialist studies for the Durban Logistics

Hub Programme: Port of Richards Bay

## T2.2-05: Intention to Tender

To be returned within 5 days after receipt (**31 May 2022**)

EMAIL Transnet National Ports Authority  
TO: Attention: **Mphoyakaomphile Ngwenya**  
Email:  
**mphoyakaomphile.ngwenya@transnet.net**

Tender No: TNPA/2022/04/0350/RFP

Closing Date: **15 June 2022**  
**@17h00**

**For: The Provision of Environmental Services for Environmental Specialist Studies for the Durban Logistics**  
**Hub Programme: Port of Richards Bay**

**Check**

**We: Do wish to tender** for the work and shall return our tender by the due date **Yes** ☐ **No** ☐  
above

Any clarifications are to be mailed to: shani.kleyn@transnet.net, and all responses will be communicated to all tenderers in writing via e-mail.

Company: .....

Contact: .....

Phone No: .....

e-mail Address: .....

REASON FOR NOT TENDERING:

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## 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.

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR

### A. Certificate for Company

I, \_\_\_\_\_ chairperson of the board of directors \_\_\_\_\_  
\_\_\_\_\_, 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:

	Date	Title or Details
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.

[illegible]

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: Capacity and Ability to meet Delivery Schedule

### Note to tenderers:

The Tenderer is required to demonstrate to the *Employer* that the tenderer has sufficient current and future capacity to carry out the work as detailed in the Works Information and that the tenderer has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;
- Current and future work on his order book, showing quantity and type of equipment;
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on;
- The work as covered in this Works Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

### Index of documentation attached to this schedule:

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

## **T2.2-10 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 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.
- 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:**

YES	
-----	--

NO	
----	--

- 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/infoereg/>, 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

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

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

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

.....(insert name of Tenderer/Contractor)

Authorised signatory for and on behalf of .....(insert name of Tenderer/Contractor) who warrants that he/she is duly authorised to sign this Agreement.

#### AS WITNESSES:

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

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

## 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 2nd Floor, Waterfall Business Estate, 9 Country Estate Drive, Midrand, 1662, South Africa  
**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:

- 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.
- 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.
- 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: RFQ 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:

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

Indicate nature of relationship with Transnet:

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

*[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.

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

#### IMPORTANT NOTICE TO RESPONDENTS

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

## 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:

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

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

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\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF TENDER

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

NAME OF TENDERING ENTITY:

---

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:
  - 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\_\_

\_\_\_\_\_  
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 they 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/Contractors 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.
- 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:
- a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/Service Provider/Contractor may continue;
  - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor;
  - c) Recover all sums already paid by Transnet;
  - d) 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;
  - e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
  - 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.

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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: 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 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 the 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

## 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>1</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

- 2.2 Do you, or any person connected with the bidder, have a relationship

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<sup>1</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.

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>2</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 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

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<sup>2</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.



**SBD4**

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

**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS  
2017**

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

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**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
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 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; and
  - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<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 B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution 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 defines 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 defines 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.

### 3. POINTS AWARDED FOR PRICE

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

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$	=	Points scored for comparative price of bid under consideration
$P_t$	=	Comparative price of bid under consideration
$P_{\min}$	=	Comparative price of lowest acceptable bid



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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
<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>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 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

<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.



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 20 points)

(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	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		



**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 propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Supplier/Service provider
- ☐ Other Suppliers/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, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 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.

WITNESSES

- 1. ....
- 2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....



## T2.2-18: 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.

Insurance against (See clause 81.1 of the PSC)	Minimum amount stated in the Contract Data & Name of Insurance Company	Cover	Premium
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)			



To Whom It May Concern,

**CERTIFICATE OF INSURANCE: TRANSNET (SOC) LIMITED – PRINCIPAL CONTROLLED INSURANCE**

In our capacity as Insurance Brokers to the Transnet Group of Companies, we hereby certify that the undermentioned insurances are currently in place:

INSURED: Transnet (SOC) Limited  
PERIOD: 1 April 2022 to 31 March 2023 (Both days inclusive)  
DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals  
THE INSURED'S VAT NO: 4720103177  
THE INSURED'S COMPANY REGISTRATION NO: 1990/000900/30  
POSTAL ADDRESS (Head Office) P O Box 72501, Parkview, 2122

**CONTRACT WORKS INSURANCE**

Cover Provided : Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.  
Insurer : Mirabilis (Santam Limited)  
Policy Number : MZAR35023-CAR  
The Contract Site : Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.  
Territorial Limits : The Republic of South Africa.  
Additional Co-Insureds:  
The Contractor: All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;  
Sub-Contractors: All Sub-Contractors employed by the Contractor and all other Sub- Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement;

transporters and persons providing a storage facility, plant owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;

**Provincial & Government:** any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract; all for their respective rights and interests.

**Insured Contracts :** All Contracts (including any undertaking awarded or commenced prior to Inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **excluding**;

- a) contracts which at award stage have a value in excess of R 1,000,000,000;
- b) contracts with an estimated construction period exceeding 48 months but increasing to 60 months in respect of rail maintenance contracts and Transnet Freight and Rail contracts for logistical support for inline inspections and identification of defects over a 5 year period in respect of Transnet's pipeline assets (excluding Defects Liability/Maintenance period);
- c) contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured;
- d) contracts in or on any aircraft;
- e) Off-shore contracts;
- f) Wet Risk Contracts which at award exceeds R500,000,000;
- g) Dam Contracts
- h) Tunnel contracts which at award exceeds R50,000,000;
- i) Tunnel contracts using tunnel boring machines;
- j) Underground Mining Contracts;
- k) Horizontal Directional Drilling Contracts which at award exceeds R50,000,000;
- l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
- m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76 cm.

#### Definitions

1. *"Off-shore contracts" means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities. "OffShore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not apply to pre-fabrication works on land associated with an Off-Shore Contract.*

- 2 *"Wet Risk Contracts" shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off- Shore Contracts;*
- 3 *"Dam Contracts", which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;*
- 4 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 5 *Tunnels" means Tunnels (Including declines) involving all of the following;*
  - (a) Works below ground level; and
  - (b) Tunnelling machinery below ground level; and
  - (c) A tunnelling crew operating the machinery below ground level;
  - (d) But shall not include Horizontal Directional Drilling Contracts
- 6 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 7 *"Underground Mining Contracts", which shall mean any contract involving underground mining.*

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000
- Public Relationship Costs - Limited to a maximum of R1,000,000.
- Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000
- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000

- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction – 30%
- Marine Contribution Clause
- Claim Preparation Costs – Limited to a maximum of R10,000,000

**Main Policy Exclusions :**

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 15% of the total estimated contract value.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidisation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Communicable diseases

**Deductibles:**

In respect of loss or damage:

Major Perils shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning and the consequences of defective design, specification, materials or workmanship (DE4).

Minor Perils shall mean damage caused by a peril no defined as Major Perils defined above.

Contracts with a contract value :	Major perils	Minor perils
0 to R100,000,000	R25,000	R 15,000
R100,000,001 to R250,000,000	R50,000	R15,000
R250,000,001 to R500,000,000	R100,000	R25,000

R500,000,001 to R1,000,000,000      R150,000      R25,000

Minimum wet risk deductible of R100,000 per occurrence to apply.

LEG 3 Deductible (Only in respect of Mechanical and Electrical contracts);

Contracts with a contract value	Deductible
0 to R500,000,000	R1,000,000 per occurrence
R500,000,001 to R1,000,000,000	R1,500,000 per occurrence

### **PUBLIC LIABILITY**

Cover Provided : Contract Works Public Liability – cover the Insured's legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.

Insurer : Stalker Hutchinson (Santam Limited)

Policy Number: 6000/132335

Territorial Limits : The Republic of South Africa.

Insured Contracts: All projects (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding project works;**

- a) which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) in or on any aircraft; and
- f) being Off-shore contracts

"Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected

directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

**Policy Limits:**

Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.
Statutory Legal Defence Costs	*R5 000 000 in the aggregate during the Period of Insurance.
Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
Emergency Medical Expenses	R5 000 000 any one occurrence
Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
Claims Preparation Costs	R5 000 000 any one occurrence

\*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

**Deductible(s) :** R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and Accidental Pollution and/or Goods on the Hook and R150 000 Removal of Support.

**Main Policy Exclusions :**

The policy does not cover:

- deliberate, conscious and intentional disregard to take reasonable precautions.
- fines, penalties, punitive and exemplary damages.
- Pollution unless caused by a sudden, unintended and unexpected occurrence.
- cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence.
- the hazardous nature of asbestos.
- War And Terrorism Risks.
- Nuclear Risks.
- Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities
- Compulsory Insurance
- Loss or damage and any consequence therefrom to any Data. •
- Sanctions Exclusion
- Excluding unfair dismissal
- Data exclusion
- COVID Exclusion

**PROFESSIONAL INDEMNITY**



**Cover Provided :**

**Professional Indemnity**

- a) In respect of damages which the Insured shall become legally liable to pay in consequence of neglect, error or omission by or on behalf of the Insured in the conduct or execution of their Professional Activities and Duties as defined.
- b) Prior To Handover/Rectification - against loss arising out of any defect in the works discovered prior to the issue of any practical completion or take-over certificate provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured in consequence of neglect, error or omission by or on behalf of the Insured.

**Insurer :** Stalker Hutchinson (Santam Limited)

**Policy Number:** 6000/132337

**Jurisdiction :** Worldwide excluding North America

**Insured Contracts:** All projects (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding project works:**

- a) Contracts which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) in or on any aircraft.
- f) Being Off-shore contracts

"Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

**Limit Of Indemnity:** Professional Indemnity - \*R100,000,000 in the aggregate during the policy period of insurance.

\*Where the limit is noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

**Policy Extension  
Limits Of Indemnity:**

Claims Preparation Costs -	*R7,500,000 in the aggregate during the policy period of insurance.
Loss of Documents -	*R2,000,000 in the aggregate during the policy period of insurance.
Statutory Defence Costs -	*R5,000,000 in the aggregate during the policy period of insurance.
Defamation -	*R5,000,000 in the aggregate during the policy period of insurance.
Infringement of Copyright -	*R5,000,000 in the aggregate during the policy period of insurance.

\*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

**Deductibles:**

R5,000,000 each and every but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defence Costs, Defamation and Infringement Of Copyright.

**Policy Special Conditions :**

Condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.

Prior to hand over/rectification – the insured must give prior written notice to the Insurers of the intention to take remedial action to rectify such defect and obtain the Insurers' written agreement to such action being taken and the costs and expenses expected to be expended.

**Policy Main Exclusions:**

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.
- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.
- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.



- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Data exclusion
- State Capture exclusion
- COVID exclusion
- Directors & Officers Exclusion

**This certificate of the insurance cover arranged is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies issued by Insurers.**

Dennis Govender



Chief Broking Officer

## T2.2-19: 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

## **T2.2-20: 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 SUPPLIER DECLARATION FORM

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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 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.cipc.co.za](http://www.cipc.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.



Transnet National Ports Authority  
Tender Number: TNPA/2022/04/0350/RFP

Description of the Services: The provision of environmental services for environmental specialist studies for the Durban Logistics Hub  
Programme: Port of Richards Bay

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.
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.

## SUPPLIER DECLARATION FORM

### 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 xxxxxxxx):

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
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Did your company previously operate under another name?				Yes		No	
If <b>YES</b> 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	
	Educational Institution	Specialised 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	



Transnet National Ports Authority  
Tender Number: TNPA/2022/04/0350/RFP

Description of the Services: The provision of environmental services for environmental specialist studies for the Durban Logistics Hub  
Programme: Port of Richards Bay

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.	

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>	
--	---------------------------	--	--	--	--	--

Does your company have a valid proof of B-BBEE status?						Yes		No						
Please indicate your Broad Based BEE status (Level 1 to 9)						<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
Majority Race of Ownership														
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership								



% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans			

**Please Note:** Please provide proof of B-BBEE status as per Appendix C and D:

- 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.

#### Supplier Development Information Required

##### EMPOWERING SUPPLIER

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.

YES    ☐    NO    ☐

##### FIRST TIME SUPPLIER

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.

YES    ☐    NO    ☐

##### SUPPLIER DEVELOPMENT PLAN

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.).

YES    ☐    NO    ☐



<b>DEVELOPMENT PLAN DOCUMENT</b>  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.	YES <input type="radio"/> NO <input type="radio"/>  *If Yes- Attach supporting documents
<b>ENTERPRISE DEVELOPMENT BENEFICIARY</b>  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 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"/>

<b>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</b>			
Name and Surname		Designation	
Signature		Date	

**APPENDIX B**

Affidavit or Solemn Declaration as to VAT registration status

**Affidavit or Solemn Declaration**

I, \_\_\_\_\_ solemnly swear/declare that  
 \_\_\_\_\_ is not a registered VAT vendor  
 and is not required to register as a VAT vendor because the combined value of taxable supplies made by the provider in  
 any 12 month period has not exceeded or is not expected to exceed R1million threshold, as required in terms of the Value  
 Added Tax Act.

Signature:

Designation:

Date:

**Commissioner of Oaths**

Thus signed and sworn to before me at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_  
 \_\_\_\_\_ 20\_\_\_\_\_,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit, and that he/she has no  
 objection to taking the prescribed oath, which he/she regards binding on his/her conscience and that the allegations herein  
 contained are all true and correct.

\_\_\_\_\_  
 Commissioner of Oaths

## APPENDIX C

## SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
<b>Definition of "Black Designated Groups"</b>	<p>Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p>



	<p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>
--	---

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_ % Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_ %
  - Black Disabled % = \_\_\_\_\_ %
  - Black Unemployed % = \_\_\_\_\_ %
  - Black People living in Rural areas % = \_\_\_\_\_ %
  - Black Military Veterans % = \_\_\_\_\_ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

Transnet National Ports Authority  
Tender Number: TNPA/2022/04/0350/RFP

Description of the Services: The provision of environmental services for environmental specialist studies for the Durban Logistics Hub  
Programme: Port of Richards Bay



100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

**Deponent Signature**

.....

**Date**

.....

**Commissioner of Oaths**

Signature & stamp



## APPENDIX D

### SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>

<b>Definition of "Black Designated Groups"</b>	<p>"Black Designated Groups means:</p> <ul style="list-style-type: none"> <li>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</li> <li>(d) Black people living in rural and under developed areas;</li> <li>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</li> </ul>
--	---

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**





Transnet National Ports Authority

Tender Number: TNPA/2022/04/0350/RFP

Description of the Services: The provision of environmental services for environmental specialist studies for the Durban Logistics Hub

Programme: Port of Richards Bay

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

**Deponent Signature**

.....

**Date**

.....

**Commissioner of Oaths**

Signature & stamp



Transnet National Ports Authority

Tender Number: TNPA/2022/04/0350/RFP

Description of the Services: The provision of environmental services for environmental specialist studies for the Durban Logistics Hub

Programme: Port of Richards Bay

#### VENDOR REGISTRATION DOCUMENTS CHECKLIST

**Please note that you will have to provide the first two documents on the list (highlighted in red) and the rest will be provided by the supplier:**

	Yes	No
1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment.		
2. Complete the "Supplier Code of Conduct" (SCC). See attachment.		
3. Copy of cancelled cheque OR letter from the bank verifying banking details (with <b>bank stamp not older than 3 Months &amp; sign by Bank Teller</b> ).		
4. Certified ( <b>Not Older than 3 Months</b> ) copy of Identity document of Shareholders/Directors/Members (where applicable).		
5. Certified copy of certificate of incorporation, CM29 / CM9 (name change).		
6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).		
7. A letter with the company's letterhead confirming both <b>Physical</b> and <b>Postal</b> address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a <b>SANAS</b> Accredited Verification Agency and/or Sworn Certified Affidavit.		
10. Central Supplier Database (CSD) Summary Registration Report.		

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## **The Contract**

---

## NEC3 Professional Services Contract

entered into by and between

### **Transnet SOC Ltd**

Registration Number 1990/000900/30

(hereinafter referred to as the "*Employer*")

and

.....  
Registration Number. .... Company Registration Number

(hereinafter referred to as the "*Consultant*")

**Contract Number**      TNPA/2022/04/0350/RFP

**Contract Name**      THE      PROVISION      OF      ENVIRONMENTAL      SERVICES      FOR  
ENVIRONMENTAL SPECIALIST STUDIES FOR THE DURBAN LOGISTS HUB PROGRAMME:  
PORT OF RICHARDS BAY

## CONTRACT DOCUMENTS

### Form of Offer and Acceptance

### Contract Data

Part One – Data provided by the *Employer*

Part Two – Data provided by the *Consultant*

Conditions of Contract (3<sup>rd</sup> Edition – available separately)

### Pricing Data

### Scope of Services

### Site Information

### Appendices

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## **Part C1: Agreements and Contract Data**

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## **C1.1: Form of Offer and Acceptance**

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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:

#### **The Provision of Environmental Services for Environmental Specialist Studies for the Durban Logistics Hub Programme: Port of Richards Bay**

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 *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 *Consultant* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
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 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 when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now *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:

Witness:

Name(s)

Capacity

for the  
*Employer*

Transnet SOC Ltd

Date

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*(Insert name and address of organisation)***Transnet SOC Ltd**Name &  
signature of  
witness

Date

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## **C1.2: Contract Data Part 1 and 2**

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## 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	
	dispute resolution Option	<b>A:</b> Priced contract with activity schedule
	and secondary Options	<b>W1:</b> Dispute resolution procedure
		<b>X2:</b> Changes in the law
		<b>X9:</b> Transfer of rights
		<b>X10:</b> <i>Employer's Agent</i>
		<b>X11:</b> Termination by the <i>Employer</i>
		<b>X13:</b> Performance Bond
		<b>Z:</b> <i>Additional conditions of contract</i>
	of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is (Name):	<b>Transnet SOC Ltd</b>
	Address	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>237 Mahatma Ghandi Road</b> <b>Durban</b> <b>4001</b>
11.2(9)	The <i>services</i> are	<b>The provision of environmental services for environmental specialist studies for the Durban Logistics Hub Programme: Port of Richards Bay</b>
11.2(10)	The following matters will be included in the Risk Register	<b>None</b>



Transnet National Ports Authority  
Tender Number: TNPA/2022/04/03350/RFP

Description of the Services: The provision of environmental services for environmental specialist studies for the Durban Logistics Hub  
Programme: Port of Richards Bay

11.2(11)	The Scope is in	Part C3.1: The Scope of the Contract Document	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	2 (two) weeks	
13.6	The <i>period for retention</i> is	5 (five) years following Completion or earlier termination.	
2	The Parties' main responsibilities		
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1 Port of Richards Bay	15 Aug 2022
3	Time		
31.2	The <i>starting date</i> is	01 August 2022	
11.2(3)	The <i>completion date</i> for the whole of the services is	30 November 2023	
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	2 (two) weeks of the Contract Date.	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	2 (two) 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 <i>defects date</i> is	52 weeks after Completion of the whole of the services.	
5	Payment		
50.1	The <i>assessment interval</i> is on the	25 <sup>th</sup> day of each successive month.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	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	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.	
51.2	The <i>currency of this contract</i> is the	South African Rand (ZAR).	
51.5	The <i>interest rate</i> is	The prime lending rate of the Standard Bank of South Africa.	
6	<b>Compensation events</b>	No additional data required for this section of the <i>conditions of contract</i> .	
7	<b>Rights to material</b>	No additional data required for this section of the <i>conditions of contract</i> .	
8	<b>Indemnity, insurance and liability</b>		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	<b>Event</b>	<b>Cover</b>	<b>Period following Completion of the whole of the <i>services</i> or earlier termination</b>
	failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	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	52 Weeks



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*

**General Third Party 0 Weeks Liability Insurance** for all amounts falling within the excess of the policy, currently R25 000.00 (Twenty Five 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 *Consultant* deems desirable in respect of each claim, without limit to the number of claims

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 of 0 Weeks 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	<b><i>For all matters covered under the Employer's Professional Indemnity (PI) and General Third Party Liability policies, the Consultant's liability will be limited to the excesses applicable under the Employer's 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 R25 000.00 (Twenty Five Thousand Rand) General Third Party Liability, respectively, each and every claim. For all matters not covered under the Employer's Professional Indemnity and General Third Party Liability policies the Consultants liability will be limited to the final total of the Prices.</i></b>
<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	<b>Richards Bay, KwaZulu Natal, South Africa</b>
	The person or organisation who will choose an arbitrator	
	<ul style="list-style-type: none"> <li>• if the Parties cannot agree a choice or</li> <li>• if the <i>arbitration procedure</i> does not state who selects an arbitrator, is</li> </ul>	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
X2.1	The <i>law of the project</i> is	<b>The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>





<b>X9</b>	<b>Transfer of rights</b>	<b>The <i>Employer</i> owns the <i>Consultant</i> rights over any of the material whatsoever prepared for the Services of this Contract by the <i>Consultant</i>. The <i>Consultant</i> provides on request by the <i>Employer's Agent</i>, 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 <i>Employer</i>.</b>
<b>X10</b>	<b>The <i>Employer's Agent</i></b>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	<b>Nokhuthala Hlongwana</b>
	Address	<b>Transnet National Ports Authority 237 Mahatma Ghandi Road Durban, 4001</b>
	The authority of the <i>Employer's Agent</i> is	<b>Fully empowered to act on behalf of the <i>Employer</i> for the services covered by the contract.</b>
<b>X13</b>	<b>Performance bond</b>	
X13.1	The amount of the performance bond is	<b>5% of the total of the prices</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>Nil</b>
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	<b>The cost of correcting the defect (The Total of the Prices)</b>
X18.3	The <i>end of liability date</i> is	<b>2 (Two) years after Completion of the whole of the services.</b>




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**Z Additional conditions of contract**

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The *additional conditions of contract* are

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

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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 citandi et 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*.

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**Z2 Additional obligations in respect of Termination**

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

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- 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.
-



<b>Z4</b>	<b>Additional Clause Relating to the Employer's rights to take appropriate action</b>	
<b>Z4.1</b>	<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.
<b>Z4.1.1</b>		The <i>Consultant</i> further undertakes: 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.
<b>Z4.1.2</b>		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.
<b>Z4.1.3</b>		The <i>Consultant's</i> breach of this clause constitutes grounds for terminating the <i>Consultant's</i> 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.
<b>Z4.1.4</b>		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).
<b>Z4.2</b>	<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.
<b>Z4.3</b>	<b>The contract award is made without prejudice to any rights the Employer may have to take appropriate action later with regard to:</b>	Blacklisting by any State Entity on the National Treasury database.



<b>Z5</b>	<b>Protection of Personal Information Act</b>	
Z5.1		The <i>Employer</i> and the <i>Consultant</i> 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.
<b>Z6</b>	<b>Time</b>	
Z6.1		<p>Clause 33.2. is added as an additional clause.</p> <p>The <i>Employer</i> may at any time suspend part or all of the services. As a consequence, if the <i>Consultant</i> is required to demobilise and then remobilise its staff and equipment, the <i>Consultant</i> will be reimbursed at cost. The <i>Consultant</i> 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.</p>
<b>Z7</b>	<b>Compensation Events</b>	
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 <i>Consultant</i> .
<b>Z8</b>	<b>Limitation of liability</b>	
Z8.1		<p>Add to core clause 82.1 and X18</p> <p>For the avoidance of doubt the parties expressly agree that the total liability of the <i>Consultant</i> to the <i>Employer</i> applies jointly and severally across all organisations comprising of the <i>Consultant</i>.</p>
<b>Z9</b>	<b>Additional clauses relating to cession of rights</b>	
Z9.1		The <i>Consultant</i> shall not cede any rights under this contract without the approval of the <i>Employer</i> .
Z9.2		The <i>Employer</i> may on written notice to the <i>Consultant</i> 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 <i>Employer</i> .
<b>Z10</b>	<b>Additional clauses relating to interpretation of the law</b>	
Z10.1		Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the <i>Employers' Agent</i> or <i>Adjudicator</i> 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.




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**Z11      *Employer's Step in rights***


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- 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 Project Manager's first assessment of the amount due will be done once the Contractor 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"
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## 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.		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled.....
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	
11.2(10)	The following matters will be included in the Risk Register	
11.2(13)	The <i>staff rates</i> are:	name/designation      rate



25.2	The <i>Employer</i> provides access to the following persons, places and things	<b>access to</b>	<b>access date</b>
		1	
		2	
		3	
31.1	The programme identified in the Contract Data is		
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	<b>item</b>	<b>amount</b>
<b>A Priced contract with activity schedule</b>			
11.2(14)	The <i>activity schedule</i> is in		
11.2(18)	The tendered total of the Prices is		.....(in figures)
			.....(in words), excluding VAT



## 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.

CIDB SFU: Page | 29

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.

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## **C1.3: Form of Guarantee**

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## C1.3 Forms of Securities T2.19- (a)

### Pro forma Performance Guarantee and Retention Guarantee

For use with the NEC3 Engineering & Construction 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:

T2.2-19 Option X13: Performance bond;

The pro forma document for this Performance Guarantee is provided here for convenience but is to be treated as part of the Works Information.

The organisation providing the Performance 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.



### Pro forma Performance Guarantee (for use with Option X13)

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

Transnet SOC Ltd  
c/o Transnet National Ports Authority  
Transnet Corporate Centre  
138 Eloff Street Braamfontein  
Johannesburg  
2000

Date:

Dear Sirs,

#### Performance Guarantee for Contract No:

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

{Transnet SOC Ltd, Registration No. 1990/000900/30}

(the *Employer*) and

{Insert registered name and address of the *Contractor*}

(the *Contractor*), for

{Insert details of the *works* from the Contract Data}

(the *works*).

I/We the undersigned

on behalf of the  
Guarantor

of physical address

and duly authorised thereto do hereby provide the following Performance Guarantee, as required under the above Contract, subject to the following conditions:

1. Any reference in this Performance Guarantee to the above Contract / works is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a Suretyship.
2. The Guarantor's obligation under this Performance Guarantee is restricted to the payment of money.
3. The terms *Employer*, *Contractor*, *Project Manager*, *works* and *Completion* have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
4. We renounce all benefits from any legal exceptions which might or could be pleaded against the validity of this Performance Guarantee.
5. The *Employer* has the absolute right to arrange his affairs with the *Contractor* 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 Guarantee.

6. This Performance Guarantee will lapse on the earlier of:
- the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the Contract have been received by the *Employer* and that the Contractor has fulfilled its obligations under the Contract, or
  - the date that the Guarantor issues a replacement Performance Guarantee for such lesser or higher amount as may be required by the *Project Manager*.
7. Always provided that this Performance Guarantee will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this Guarantee shall remain in force until all such claims are paid and settled.
8. Subject to the Guarantor's total liability referred to in clause 9 below, the Guarantor undertakes to pay the *Employer* the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Project Manager to the Guarantor calling up this Performance Guarantee stating that:
- 8.1 The Contract has been terminated due to the *Contractor's* default or failure to fulfil its obligations under the Contract and that the Performance Guarantee is called up in terms of this clause 8. A copy of the termination certificate shall be enclosed with the demand;
9. Our total liability hereunder shall not exceed the Guaranteed Sum of:
- (say) \_\_\_\_\_
- R \_\_\_\_\_
10. This Performance Guarantee 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.
11. This Performance Guarantee, accompanied by the required demand notice and termination certificate as per clause 8, shall be regarded as a liquid document for the purpose of obtaining a court order.

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

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

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## **Part C2: Pricing Data**

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## **C2.1 Pricing Instructions – Option A**

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## PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	1
C2.2	Activity Schedule	3



## 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 11  
and defined  
terms 11.2**

(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 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 details given below serve as guidelines only and the Tenderer may split or combine the activities to suit his particular methods.

Activity No.	Activity	Price of each activity
<b>1</b>	<b><u>PROJECT INITIATION:</u></b>	
1.1	Team Mobilisation	
1.2	Project Approach Method Statement	
1.3	Project Schedule	
<b>2.</b>	<b><u>BASELINE INFORMATION REVIEW:</u></b>	
2.1	Literature Review	
2.2	Gap Analysis and Close-out Recommendations Report	
<b>3</b>	<b><u>SPECIALIST STUDIES:</u></b>	
<b>3.1</b>	<b>Baseline Ecological Assessment</b>	
3.1.1	Literature Review	
3.1.2	Desktop Assessment	
3.1.3	Baseline Site Visit (x2)	
3.1.4	Mobilisation, Tools and Techniques	
3.1.5	GIS Maps (including shapefiles)	
3.1.6	Field Work (including seasonal requirements)	
3.1.8	Lab Analysis	
3.1.9	Draft Baseline Ecological Assessment Report	
3.1.10	Presentations of Interim Findings	
3.1.11	Final Baseline Ecological Assessment Report	
<b>3.2</b>	<b>Biodiversity Offset Investigation</b>	
3.2.1	Literature and Best Practice Review	
3.2.2	Best Practice Report	
3.2.3	Desktop Biodiversity Assessment	



3.2.4	Site Visits (x4)	
3.2.5	Biodiversity Impact Assessment and Mitigation Report (Aquatic and Terrestrial)	
3.2.6	Offset Candidate Site Assessment and Recommendations	
3.2.7	Presentations to <i>Employer</i> and applicable fora (x8)	
3.2.8	Stakeholder Engagement Plan	
3.2.9	Authority Consultation (x2)	
3.2.10	Draft Biodiversity Offset Plan	
3.2.11	Final Biodiversity Offset Plan	
3.2.12	Biodiversity Offset Implementation Cost Estimate	
<b>3.3</b>	<b>Dredge Disposal Capability Assessment</b>	
3.3.1	Previous Specialist Studies Review	
3.3.2	Mobilisation, Tools and Techniques	
3.3.3	Dredge Material Analysis (including lab results)	
3.3.4	Draft Dredge Material Assessment Report	
3.3.5	Final Dredge Material Assessment Report	
3.3.6	Draft Environmental Assessment Report	
3.3.7	Final Environmental Assessment Report	
3.3.8	Legislative Requirements Assessment	
3.3.9	Preparation for Application	
3.3.10	Draft Dredge Disposal Strategy	
3.3.11	Presentation of Interim Findings	
3.3.12	Final Dredge Disposal Strategy	
<b>3.4</b>	<b>Climate Change Vulnerability and Adaptation Assessment</b>	
3.4.1	Historical Climate Review	
3.4.2	Benchmarking	
3.4.3	Climate Change Scenario Maps	
3.4.4	Climate Change Vulnerability Assessment Report	
3.4.5	Environmental Design Criteria Recommendations	
3.3.6	Presentation of Interim Findings	
3.4.7	Draft Climate Change Adaptation Strategy	
3.4.8	Final Climate Change Adaptation Strategy	
<b>3.5</b>	<b>Social Impact Assessment</b>	



3.5.1	Literature Review	
3.5.2	Stakeholder Meetings (x2)	
3.5.3	Presentation of Interim Findings	
3.5.4	Draft Social Impact Assessment Report	
3.5.5	Issues and Response Report	
3.5.6	Presentation of Interim Findings	
3.5.7	Final Social Impact Assessment Report	
<b>4.</b>	<b><u>PROJECT MANAGEMENT:</u></b>	
<b>4.1</b>	<b>Progress Reports</b>	
4.1.1	Monthly Progress Report	
4.1.2	Monthly Progress Report	
4.1.3	Monthly Progress Report	
4.1.4	Monthly Progress Report	
4.1.5	Monthly Progress Report	
4.1.6	Monthly Progress Report	
4.1.7	Monthly Progress Report	
4.1.8	Monthly Progress Report	
4.1.9	Monthly Progress Report	
4.1.10	Monthly Progress Report	
4.1.11	Monthly Progress Report	
4.1.12	Monthly Progress Report	
4.1.13	Monthly Progress Report	
4.1.14	Monthly Progress Report	
4.1.15	Monthly Progress Report	
<b>4.2</b>	<b>Monthly Progress Report</b>	
4.2.1	Contract Kick off meeting and Minute taking	
4.2.2	Environmental Constraints and Opportunities Workshop	
4.2.3	Chairing, Minute taking & Attendance, by invitation only from Employer	
4.2.4	Chairing, Minute taking & Attendance, by invitation only from Employer	
4.2.5	Chairing, Minute taking & Attendance, by invitation only from Employer	



4.2.6	Chairing, Minute taking & Attendance, by invitation only from <i>Employer</i>	
4.2.7	Chairing, Minute taking & Attendance, by invitation only from <i>Employer</i>	
4.2.8	Chairing, Minute taking & Attendance, by invitation only from <i>Employer</i>	
4.3	<b>Alignment Session</b>	
4.3.1	Alignment Session [PgM]	
4.3.2	Alignment Session [PgM]	
4.3.3	Alignment Session [PgM]	
4.3.4	Alignment Session [PgM]	
<b>Total of the Prices carried forward to the Form of Offer &amp; Acceptance (Excluding 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**

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**Environmental Specialist Studies for the Durban**  
**Logistics Hub Programme: Port of Richards Bay**  
**Scope of Services**

## Table of Contents

1	Executive Overview .....	4
2	Description of Works .....	6
2.1	The Objective of the Assignment.....	6
2.2	Scope of the Assignment.....	7
2.2.1	Baseline Ecological Assessment.....	8
	Deliverables.....	8
2.2.2	Biodiversity Offset Investigation.....	9
	Deliverables .....	10
2.2.3	Dredge Disposal Capability Assessment.....	10
	Deliverables .....	11
2.2.4	Climate Change Vulnerability and Adaptation Assessment .....	11
	Deliverables .....	12
2.2.5	Social Impact Assessment .....	12
	Deliverables .....	13
	Climate Change Vulnerability and Adaptation Assessment.....	14
	Social Impact Assessment.....	14
3	Presentation of the Outputs and Reports .....	15
4.	The Management of the Assignment.....	15
5.	The Required Resources.....	15
6.	Anticipated Timelines for this Assignment.....	16
7.	Contract Change Management.....	16
8.	Documentation Control .....	17
9.	Procurement.....	19
9.1.	Code of Conduct .....	19
9.2.	Conflicts of Interest, Restraint of Tendering .....	20
10.	The <i>Consultant's</i> Invoices .....	21
	Annex A: Literature to be provided to the selected Service Provider.....	23

The following abbreviations are used in this *Scope of services*:

Abbreviation	Meaning given to the abbreviation
BAR	Basic Assessment Report
BOFG	Biodiversity Offsets Focus Group
CSIR	Council of Scientific and Industrial Research
DBT	Dry Bulk Terminal
DFFE	Department of Forestry, Fisheries and Environment
EA	Environmental Authorisation
EIA	Environmental Impact Assessment
GIS	Geographic Information System
I&AP	Interested and Affected Parties
IPCC	Intergovernmental Panel on Climate Change
NEMA	National Environmental Management Act 107 of 1998

<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
PORB	Port of Richards Bay
TNPA	Transnet National Ports Authority
SHEQ	Safety, Health, Environment and Quality
SIA	Social Impact Assessment

## **1 Executive Overview**

Transnet National Ports Authority (TNPA) plays a critical role in the logistics business through its eight commercial ports located in the various provinces in South Africa (SA). In order to improve its service offering, TNPA must take continual actions to create the necessary port capacity ahead of demand whilst lowering the cost of doing business to keep the SA economy in a competitive space.

The Port of Richards Bay situated in the City of UMhlatuze, KwaZulu Natal, with total land and water surfaces of 2 174 hectares and 1 443 hectares respectively. It is a premier bulk port that currently handles in excess of 120 million tons of cargo annually, representing 55% of South Africa's seaborne cargo. It consists of a Dry Bulk Terminal, Break Bulk Terminals and other privately operated coal terminals such as wood chip export and liquid bulk terminals.

The PORB is one of the largest deep water Port in South Africa. Despite comprising of large dredged deep water areas with bulk shipping lanes and extensive port and rail infrastructure development; the Port still serves as a fully functional estuary and contains habitats and species of ecological significance. Although there are areas that have been highly transformed by the relocation of surface soils due to infrastructure development; some of these areas still host important vegetation and faunal species and communities.

Transnet's 2020 renewal program has classified Port of Durban as a Hub Port for handling container traffic, and the Port of Richards Bay a hub for handling bulk commodities servicing both SA and Southern Africa. In lieu of this, TNPA has made development proposal to reconfigure the Ports of Durban and Richards Bay in order for the Port of Durban to achieve the status of a hub Port similar to international Container Ports. The Port of Richards Bay (PORB) has therefore incorporated the requirements of the Durban Logistic Hub into its Masterplan which includes the relocation of Bulk Connection (in Bluff) and chemicals (in Island View Precinct) to the PORB as well as the South African Navy from Salisbury Island to Naval and Pelican Islands in Richards Bay.



Figure 1: Overview of the Port of Richards Bay

The Richards Bay Port Masterplan includes development within the three precincts namely; the Bayview Precinct, South Dunes Precinct and Newark Precinct, as shown in figure 1 above. The Bayview Precinct handles dry bulk, break bulk and neo bulk commodities via Transnet Port Terminals. The South Dunes Precinct handles dry bulk and liquid bulk via Richards Bay Coal Terminal and Bidvest Tank Terminals/Engen Bunker Fuels Terminals respectively. The Newark Precinct is a non-commercial precinct that is used to accommodate tugs, dredgers and emergency repair work on small craft vessels. Future developments that form part of the Richards Bay Port Masterplan are summarised in figure 2 below.





Figure 2: Richards Bay Port Masterplan

For successful delivery of the Richards Bay Port Masterplan, it is crucial for development to take place in a manner that does not adversely impact the natural environment. In order to achieve this, a status quo environmental assessment to determine the current ecological status of the areas earmarked for development under the Richards Bay Port Masterplan, must be undertaken.

The scope thus entails the undertaking of baseline ecological assessment of areas affected by the Richards Bay Port Masterplan, in order for early identification of potential environmental risks and opportunities to inform detailed planning. Moreover, due to the environmental sensitivity of the Port of Richards Bay and surrounds; it is highly likely that areas that will be impacted by proposed development will result in residual environmental impacts that will require biodiversity offsets. Therefore, a biodiversity offsetting strategy must be investigated as part of this work.

## 2 Description of Works

### 2.1 The Objective of the Assignment

The primary objective is to assist the *Employer* make sustainable investments through the delivery of the Richards Bay Port Masterplan. This will be achieved by means of undertaking baseline specialist studies to gain greater appreciation of the status quo of the biophysical attributes in the PORB, and this information will feed into the Environmental Permitting processes and the development of a biodiversity offset agreement for the Richards Bay Port Masterplan.

The *Consultant* must produce inter-alia:

- i. A Literature review of previous specialist studies undertaken in areas that form part of the Richards Bay Port Masterplan and conduct a gap analysis of those studies.
- ii. Baseline Specialist Reports, not limited to:
  - o Baseline Ecological Assessment;
  - o Biodiversity Offset Investigation;
  - o Dredge Disposal Capability Assessment;
  - o Climate Change Vulnerability Assessment;
- iii. Biodiversity Offset Plan for the Richards Bay Port Masterplan.
- iv. Presentation of environmental constraints and opportunities resulting from the Richards Bay Port Masterplan.
- v. A solution for the disposal of dredge material that will result from this programme.
- vi. Climate Change Vulnerability Assessment and Adaptation Strategy that takes into account the Richards Bay Port Masterplan.
- vii. Social Impact Assessment Report detailing the impact of the Richards Bay Port Masterplan on the social environment.
- viii. Recommend to TNPA management a process to close the gaps from the assessments and best fit solution to support the Master Plan.

## **2.2 Scope of the Assignment**

The *Consultant* will be responsible for the status quo assessment of the biophysical attributes that may be impacted by the Richards Bay Port Masterplan. This will be achieved by reviewing previous specialist studies undertaken in the PORB, to be provided by the *Employer*, and identify and recommendations to close gaps where applicable. Additionally, the *Consultant* is required to conduct specialist studies taking into account national, provincial and local guidelines for various specialist investigations.

It is the responsibility of the *Consultant* to provide and manage the necessary resources required to carry out all aspects of the assignment. The appointment of the *Consultant* is valid for a period of fifteen (15) months for this assignment i.e. 6 months for all Specialists studies with the exception of the Biodiversity and Monitoring assessment that spans over the 4 seasons. The *Consultant* will make best efforts to achieve this, including but not limited to performing the scope of work discussed herein in line with the contract:

### **2.2.1 Baseline Ecological Assessment**

The PORB is classified as an estuarine bay and is ranked the 26<sup>th</sup> out of 250 estuaries in the country in terms of conservation significance (Turpie *et al.*, 2002), and it consists of important habitat for aquatic fauna. Other notable habitats within the Port include a series of wetlands and swamp forests located in the South Dunes Precinct and certain areas in the Bayview Precinct. Three mangrove species occur within the Port; two of which are protected under the National Forest Act 84 of 1998. It is against this backdrop that the Richards Bay Port Masterplan will take place.

The *Employer* intends to undertake a Baseline Ecological Assessment for the areas, terrestrial and aquatic, earmarked for future development as envisaged in the Richards Bay Port Masterplan; as it is important to ascertain the environmental or ecological status of the area prior to commissioning of any development.

The tasks will include but not limited to the following:

- Review of previous specialist studies conducted in the PORB, to be provided by the *Employer*;
- A desktop assessment of the receiving environment and sensitivities of the areas to be affected by the Richards Bay Port Masterplan;
- Site visits to conduct an ecological survey of the Masterplan-affected areas;
- All faunal and floral surveys must take into account seasonal requirements of species under assessment;
- Identify and describe key habitat types, and the characteristic fauna and flora;
- Spatially present an ecological profile of the study area by the use of Geographic Information Systems or any compatible mapping software;
- Provide insight into the ecological functions/linkages and importance of the habitats in the study area;
- Environmental assessment to identify environmental constraints and opportunities presented by the Richards Bay Port Masterplan. A Mitigation Plan to affectively address constraints must be submitted as part of this assignment;
- Recommendations, management guidelines and mitigation measures for future development, where appropriate; and
- The presentation of the work stated above must meet the requirements of the DEAT Information Series 4 for Specialist Investigations and the Ezemvelo KZN Wildlife's Biodiversity Impact Assessment Guideline or latest.

### **Deliverables**

The deliverables for this assignment, includes but not limited to the following:-

- Literature Review and Gap Analysis Report;



- Baseline Ecological Assessment Report which encompasses, but not limited to the following themes:-
  - Current condition of all vegetation units;
  - Terrestrial and Aquatic Faunal Assessment;
  - Avifauna Assessment;
  - Overall Assessment of the Estuarine Habitat;
  - Wetland Assessment;
- GIS Maps; that must be available in a shapefile format, presented in an accurate scale and superimposed on a recent aerial photograph, where necessary.
- The Report must specify the details of the methods applied in collecting and analysing data. All input data must be available in native format/s upon request by the *Employer*;
- Presentation of findings to the *Employer's* team; and
- Monthly Progress Report; highlighting progress against the project schedule, cost, risks and issues log.

### **2.2.2 Biodiversity Offset Investigation**

The primary goal of biodiversity offsets is to ensure that development proposal results in no net loss to biodiversity. Biodiversity offsets are the last option to be considered once all feasible mitigation measures to prevent negative impacts posed by a development to biodiversity, have been exhausted. Taking that into account and due to the sensitivity of the Port of Richards Bay, it is highly likely that areas that will be impacted by the Richards Bay Port Masterplan will result in residual environmental impacts that will require biodiversity offsetting. The draft Biodiversity Policy advises for an offset design to commence before the Basic Assessment (BA) or Environmental Impact Assessment (EIA) process.

The *Employer* thus intends to investigate suitable offset strategies to compensate for the impact to biodiversity in the PORB that the Richards Bay Port Masterplan presents. The Biodiversity Offset Strategy will be used towards the development of a Biodiversity Offset Report that will be submitted to the Department of Fisheries, Forestry and Environment during the EIA phase.

The tasks will include but not limited to the following:

- Review of previous specialist studies conducted in the PORB, to be provided by the *Employer*;
- Assess the impact that the Richards Port Masterplan presents on the natural environment;
- Evaluate the possibility of an offset being required and identify which areas are likely to require an offset within the bounds of the Richards Bay Port Masterplan;
- Engage with members of the Richards Bay Biodiversity Offset Focus Group (BOFG), and other key stakeholders in the development of the Biodiversity Offset Plan for the Port Masterplan;
- Determine the type of offset that may be required and identify suitable land for offsetting;

- Advise on available options to secure an offset site; and
- Provide a cost estimate of securing an offset site, implementing and managing an offset.
- Prepare a Biodiversity Offset Plan for the Richards Bay Port Masterplan that will form part of the EIA process.

## **Deliverables**

The deliverables for this assignment, includes but not limited to the following:-

- Literature Review of previous specialist studies, due diligence studies undertaken in the PORB;
- An Impact Assessment Report; quantifying environmental impacts that may results from the Richards Bay Port Masterplan;
- Biodiversity Offset Strategy Report;
- Presentation and Meeting Minutes to the Biodiversity Offset Focus Group and other stakeholders; and
- Monthly Progress Report; highlighting progress against the project schedule, cost, risks and issues log.

### **2.2.3 Dredge Disposal Capability Assessment**

The proposed new berths in the Bayvue and South Dunes precinct will require significant dredging. Furthermore, the development of a Passenger Terminal would also require capital dredging. The PORB currently has an authorised offshore disposal dumpsite, approximately 10km south-east of the port entrance that is used primarily for maintenance dredging. There is currently no offshore dumpsite for capital dredging for the PORB, and the offshore dumpsite for maintenance dredging may not be able to accommodate the volumes that may result from this programme. The SEA Sustainability Framework compiled by the Council and Scientific and Industrial Research (CSIR, 2005) explored a few dredge disposal options to accommodate future expansion in the PORB. It was found that even with routine beach replenishment of Alkaan strand, additional dredge disposal sites on-land or offshore will be required.

The *Employer*, therefore seeks to investigate dredge disposal options associated with the Richards Bay Port Masterplan. Environmental and social impacts associated with each option along with the costs thereof must be assessed.

The tasks will include but not limited to the following:

- Review of previous specialist studies conducted in the PORB, to be provided by the *Employer*;
- Evaluate possible dredge disposal options whilst taking into account the following:-
  - Characterisation of dredge material (contamination levels, etc.);
  - Potential environmental impacts associated with each disposal option;

- Beneficial uses of dredge spoil;
- Wave Energy Analysis;
- Legislative process/es that may be triggered by each disposal option;
- Recommendations on the final disposal option to be considered;
- Formulate a plan on how dredge material from the Richards Bay Port Masterplan will be adequately disposed of.

## **Deliverables**

The deliverables for this assignment, includes but not limited to the following:-

- Literature Review of previous specialist studies undertaken in the PORB;
- Dredge Material Assessment Report;
- Environmental Assessment Report; assessing environmental and social impacts that may result from each option;
- Legislative Review that may be required for each disposal option;
- Dredge Disposal Strategy for both maintenance and capital dredging in the PORB;
- Presentation of findings to the *Employer's* team; and
- Monthly Progress Report; highlighting progress against the project schedule, cost, risks and issues log.

### **2.2.4 Climate Change Vulnerability and Adaptation Assessment**

The Intergovernmental Panel on Climate Change (IPCC), in its Fifth Assessment Report, projected that global sea levels will rise by approximately 0,8m by the end of the century. Coupled with the accelerated rise in sea levels, variability in the future climate may bring about changes in wave conditions due to a change in prevailing wind conditions and increased storm surges; thereby placing port infrastructure and operations at risk.

Taking the above into account, the *Employer* intends to evaluate the risk of climate change impact to the current and planned Port infrastructure under the Richards Bay Port Masterplan. It is important to identify areas of vulnerability and develop a strategy on how to adapt to climate change impacts in order to ensure that the planned infrastructure is resilient to adverse weather conditions that may become more frequent with the changing climate.

The tasks will include but not limited to the following:

- Review historical climate and events that have affected the port in the past, previous impacts will be indicative of climate vulnerability and potential future impacts;
- Assess current impact of climate change and identify areas of vulnerability in the PORB;
- Benchmark how other ports internationally have adapted to the impacts of climate change;

- Conduct climate change projections for priority climate variables such as temperature, heavy rainfall events (leading to fluvial/coastal flooding), wind (leading to impacts such as damage of infrastructure) and coastal storm surge projections;
- Identify adaptation actions in line with the national and local Climate Change Response Strategies;
- Come up with recommendations to be considered in the Environmental Design Criteria for the technical solution of the Richards Bay Port Masterplan; and
- Review suitability of the current and future infrastructure plans/project for the Port of Richards Bay aimed at addressing potential threat to Port operations and infrastructure due to climate change.

## **Deliverables**

The deliverables for this assignment, includes but not limited to the following:-

- Literature Review of previous climatic events that have affected the PORB;
- Climate Change Vulnerability Assessment Report;
- Climate Maps; showing future climatic scenarios for the PORB;
- Climate Change Adaptation Strategy for the Richards Bay Port Masterplan;
- Presentation of findings to the *Employer's* team; and
- Monthly Progress Report; highlighting progress against the project schedule, cost, risks and issues log.

### **2.2.5 Social Impact Assessment**

Social impact assessment (SIA) is a process that evaluates the impacts that development may have on individuals and communities. This analysis relies on both quantitative and qualitative measures of impacts. Assessing proposed developments in a socio-economic context will help both the TNPA and affected community to identify potential social equity issues, evaluate the adequacy of social services and determine whether the Richards Bay Port Masterplan may adversely affect overall social well-being.

The PORB plays host to are a number of tenants who run a range of associated or non-associated businesses that benefit from their proximity to the Port. Economic users such as tourism and hospitality users, e.g. museums, shopping, restaurateurs, hoteliers and passenger liners, whose services are either dependent on, or are assisted by, their proximity to the Port. Furthermore, a functioning estuarine ecosystem within the Port has the capacity amongst other things to provide aesthetic values, environmental education, and recreational opportunities such as fishing. The implementation of the Richards Bay Port Masterplan may have an impact on these goods and services, and therefore must be managed with caution.

The *Employer* thus intends to evaluate social impacts that may arise from the execution of the Richards Bay Port Masterplan in order to minimise adverse impacts an optimise positive to the social environment affected by the Richards Bay Port Masterplan.

The tasks will include but not limited to the following:-

- Collection of baseline data on the current and future social processes in the area/communities that are likely to be affected by the Richards Bay Port Masterplan;
- Compile a baseline socio- economic profile of the affected area starting from the provincial level to the local level;
- Facilitate engagement with relevant stakeholders;
- Perform a preliminary assessment of impacts on the social environment where the description of the Richards Bay Port Masterplan will be overlain on the social environment profile to indicate the possible impacts that may arise. This assessment must be combined with the outcomes of the stakeholder engagement process; and
- Identify, predict, assess and recommend detailed mitigation measures that will reduce negative impacts and enhance the positive impacts.

### **Deliverables**

The deliverables for this assignment, includes but not limited to the following:-

- Social Impact Assessment Report for the DLH;
- Presentation of findings to the *Employer's* team;
- Meeting minutes and Issues and Response report gathered during stakeholder engagements; and
- Monthly Progress Report; highlighting progress against the project schedule, risks and issues.

Table 1: Summary of Deliverables per Specialist Study

SPECIALIST STUDY	DELIVERABLES
Baseline Ecological Assessment	<ul style="list-style-type: none"> <li>- Literature Review and Gap Analysis Report</li> <li>- Baseline Ecological Assessment Report</li> <li>- GIS Maps</li> <li>- Presentations to the <i>Employer</i></li> <li>- Monthly Progress Report</li> </ul>
Biodiversity Offset Investigation	<ul style="list-style-type: none"> <li>- Literature Review</li> <li>- Impact Assessment Report</li> <li>- Biodiversity Offset Strategy Report</li> <li>- Presentations to the <i>Employer</i> and BFG</li> <li>- Meeting Minutes</li> <li>- Monthly Progress Report</li> </ul>
Dredge Disposal Capability Assessment	<ul style="list-style-type: none"> <li>- Literature Review</li> <li>- Dredge Material Assessment Report</li> <li>- Environmental Assessment Report</li> <li>- Legislative Review</li> <li>- Dredge Disposal Strategy</li> <li>- Presentations to the <i>Employer</i></li> <li>- Monthly Progress Report</li> </ul>
Climate Change Vulnerability and Adaptation Assessment	<ul style="list-style-type: none"> <li>- Literature Review</li> <li>- Benchmarking</li> <li>- Climate Change Vulnerability Assessment</li> <li>- Climate Scenario Maps</li> <li>- Environmental Design Criteria</li> <li>- Climate Change Adaptation Strategy</li> <li>- Presentations to the <i>Employer</i></li> <li>- Monthly Progress Report</li> </ul>
Social Impact Assessment	<ul style="list-style-type: none"> <li>- Literature Review</li> <li>- Social Impact Assessment Report</li> <li>- Meeting Minutes with relevant stakeholders</li> <li>- Issues and Response Report</li> <li>- Presentations to the <i>Employer</i></li> <li>- Monthly Progress Report</li> </ul>

### **3 Presentation of the Outputs and Reports**

The outputs comprising the stated deliverables, must be presented to the *Employer* in a virtual (in-person) workshop to discuss the findings and recommendations and debate options. Further to the workshop, each deliverable/report must be revised and finalized in accordance with instructions from the *Employer*.

The *Consultant* will be expected to highlight assumptions, constraints and limitations of their assessment, validations, advice, proposed layouts, necessary information, critical gaps and recommendations for closure, key success criteria and the necessary steps to commence the next phases of the project as agreed with the Project Team and *Employer*.

### **4. The Management of the Assignment**

The *Consultant* will not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of TNPA.

The *Consultant* will obtain the permission and approval of TNPA before using the details of the contract in any advertising media.

### **5. The Required Resources**

The *Consultant's* team shall as a minimum comprise the following key staff:

- i. Project Manager
- ii. Aquatic Ecologist
- iii. Marine Ecological Specialist
- iv. Vegetation Specialist
- v. Avifauna Specialist
- vi. Biodiversity Offset Specialist
- vii. Stakeholder Management Specialist
- viii. Social Ecologist
- ix. Climate Scientist

The Employer's team shall as a minimum comprise of the following key staff:

- i. Environmental Specialist
- ii. Programme Manager: Environment
- iii. Programme Director: DLH – Richards Bay



- iv. Contract Specialist
- v. Project Planner
- vi. Quantity Surveyor
- vii. Document Controller

## 6. Anticipated Timelines for this Assignment

The services for this contract will be completed within 15 months of award with specific interim deliverable milestones as follows:

- All individual studies as per the activity schedule must be completed **within 6 months of award** including submission of their specific reports, except for the study requiring seasonal monitoring and the overall final report.
- The seasonal study must cater for monitoring of all seasons hence the 15 month allowance for a full 12 months of seasonal monitoring and a 3 month allowance for the final report and overall contract close out

The following timelines for the various activities of this assignment is proposed:

- |  |                               |
|--|-------------------------------|
| 1. Mobilisation                                | 1 week                        |
| 2. Reviews and consultation                    | 3 weeks                       |
| 3. Execution                                   | per Service Provider proposal |
| 4. Preparation and submission of final reports | per Service Provider proposal |

## 7. Contract Change Management

For ease of communication, standard templates shall be used for contract change management. The *Consultant* shall forward all correspondence with respect to contract change management, i.e. early warnings and notifications of compensation events, on the standard templates provided.

For records of Time Charge, Payments & Assessments of Compensation Events to be kept by the *Consultant*

The *Consultant* shall keep the following records available for the *Employer's Agent* to inspect:

- Records of Sub-consultants appointed by the *Consultant*
- 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



## 8. Documentation Control

- All correspondence is issued through document control. Electronic submissions are permissible only for URGENT communication, PDF and native where necessary.
- The *Consultant* shall apply "wet signatures" or 'electronic signatures' to the original documentation before scanning the single sided, signed original prior to formal submission to the *Project Manager*.
- The *Consultants* documentation shall be issued to the *Project Manager* under cover of the *Consultants* Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the *Contractor's* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation. Formats of *Contractor* data submitted is dependent on the project procedure and shall be specified by the *Project Manager*, upon the notified request of the *Contractor*.
- Electronic files submitted to the *Project Manager* shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.
- The *Consultant* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation. The *Consultant* shall maintain electronic format of ALL project documentation for the duration of the contract.
- All documentation and data submitted electronic and hardcopy must conform to the Project Standards and Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Documentation not meeting the Project Standards and Quality requirements will be cause for rejection and shall be returned to the *Consultant* for corrective action and re-submission.  
Should any change be made to documentation or data, which has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the outdated information.
- The *Consultant* shall be responsible to ensure that proper safety measures are in place to protect project documentation temporarily stored on site against theft, fire, flooding or excessive dampness.
- The *Consultant* shall be responsible for the supply of all Sub-Supplier/*Contractor*/Manufacturer, etc. documentation and data related to their package of work, and shall ensure that these Sub-Suppliers have the capability to supply the necessary documentation

and data in the required time-frame and quality requirements are met as outlined in the specified standards prior to awarding sub-orders.

- The *Consultant* shall allow the *Project Manager* 2 weeks unless otherwise stated and agreed, to review and respond to the *Consultant's* submission of their documentation, i.e. from time of receipt of the hardcopy to the document control office to the time of despatch. The *Consultant* does not proceed with the relevant work until the *Project Manager* has accepted his design/documentation.
- On receipt of the reviewed documentation the *Contractor* shall make any modifications requested/marked-up and resubmit the revised documentation to the *Project Manager* within 2 weeks. Queries regarding comments/changes should be addressed with the *Project Manager* prior to re-submittal.
- Any re-submittals, which have not included the changes/comments identified, will be returned to the *Contractor* to be corrected. The *Consultant* shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within 2 working days of receipt of the marked-up document.
- All drawings must be signed off by the *Consultant's* responsible person before issue to *Project Manager* for acceptance.
- The index for Handover Data Packs must be submitted to the *Project Manager* for acceptance at the beginning of the project to enable the *Consultant* to maintain and update the file on a continuous basis throughout the project lifecycle. The *Consultant* submits the draft Table of Contents to the *Project Manager* for acceptance prior to the compilation and official submittal of the Handover Packs.
- All electronic copies (pdf.) of Handover files to be properly indexed and bookmarked. All pages that make up the data book or manual must be sequentially numbered.

A typical example of what the binder/file (s) shall be marked with on the spine and the front cover is as follows: -

- Project Name
- Manual Title, e.g. Installation, Maintenance and Operating Manual
- FBS No. and Title
- Manual Numbering (e.g. Volume 1 of 2, etc.)
- Contract Number
- *Consultant's* Name

Unless otherwise stated, the required number of copies of all final Data Packs shall be:

- 3 x hard copies (Full size)
- 3 x CD in Adobe Acrobat (.pdf) formats

## 9. Procurement

### 9.1. Code of Conduct

- The *Employer* 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 the *Employer* must understand and support. These are:
  - The Transnet Detailed Procurement Procedure (DPP);
  - Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
  - The Public Finance Management Act (PFMA);
  - The Broad Based Black Economic Empowerment Act (BBBEE); and
- The Anti-Corruption Act
  - This code of conduct has been included in this contract to formally apprise the *Consultant* of the *Employer's* expectations regarding behaviour and conduct of its suppliers.
  - Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices
  - The *Employer* 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.
  - The *Employer* will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.
  - The *Employer* 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 the *Employer's* employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts (0800 003 056).
  - The *Employer* 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.
- The *Employer* does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting)
- The *Employer'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 the *Employer* 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 the *Employer* 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

## 9.2. Conflicts of Interest, Restraint of Tendering

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of the *Employer*.

The *Consultant* shall be precluded from offering any services directly / indirectly to contractors during the bidding and or construction phases of the contract.

*Consultant* previously involved in the development of the Business Case or design developments shall be precluded from tendering on the above scope of services.

Such as, for example:

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

## **10. The *Consultant's* Invoices**

10.1. When the *Employer's Agent* certifies payment (see NEC PSC Sub-Clause 51.1) following an assessment date, the *Consultant* complies with the *Employer's* procedure for invoice submission.

10.2. The invoice must correspond to the *Employer's Agent* assessment of the amount due to the *Consultant* as stated in the payment certificate.

10.3. Invoices must be submitted by the last working day of the month

10.3.1. The invoice states the following:

- Invoice addressed to Transnet Limited;
- Transnet Limited's VAT No: 4720103177;
- Invoice number;
- Registered name of the *Consultant*;
- Address (Physical and Postal) of the *Consultant*;
- The *Consultant's* VAT Number; and
- The Contract number;

10.3.2. The invoice contains the supporting detail:

- The amount paid to date;
- Amount for payment (excluding VAT);
- VAT amount;
- Amount for payment (including VAT);
- Any retention monies to be deducted from the invoice;
- Any interest payable;
- Escalation formula used where applicable;
- Settlement discount;
- Proof of ownership of Materials supplied;
- A statement is to accompany each invoice

10.3.3. The invoice is presented either by post or by hand delivery or via email by the 16<sup>th</sup> day of the assessment month. Statements must accompany invoices.

10.3.4. Invoices submitted by post are addressed to:

Transnet National Ports Authority  
P.O Box 181  
Port of Richards Bay

3900

For the attention of *the Employers Agent*: Nokhuthala Hlongwana

- 10.3.5. Invoices submitted by hand are presented to:

Transnet National Ports Authority

Bayvue Centre

Ventura Road

Port of Richards Bay

3900

For the attention of *the Employer Agent*: Nokhuthala Hlongwana

- 10.3.6. The invoice is presented as an original.
- 10.3.7. The *Consultant* ensures that the *Employer* has his correct banking information to make the electronic payment transfer.
- 10.3.8. All payments are provisional and subject to audit. The *Consultant* preserves his records for such a period of time as legislation requires, but in any event not less than five (5) years.
- 10.3.9. The *Employer* deducts any amount owed by the *Consultant* to the *Employer* from any amount payable by the *Employer* to the *Consultant*.

**Annex A: Literature to be provided to the selected Service Provider**

1. Richards Bay Port Masterplan Layout	
2. Baseline Environmental Studies for the Port of Richards Bay	
3. Environmental Monitoring Reports for the Port of Richards Bay	

Transnet National Ports Authority

Environmental Specialist Studies for the Durban Logistics Hub Programme: Port of Richards Bay

Tender Number: TNPA/2022/04/0350/RFP

