

Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**FOR THE INTEGRATED ENVIRONMENTAL ASSESSMENT FOR THE DEMOLITION OF
STRUCTURES AT T-JETTY IN THE PORT OF DURBAN FOR A PERIOD OF THIRTEEN
(13) MONTHS**

RFP NUMBER	: TNPA/2023/02/0015/23248/RFP
ISSUE DATE	: 23 March 2023
COMPULSORY BRIEFING	: 04 April 2023
CLOSING DATE	: 14 April 2023
CLOSING TIME	: 14h00
TENDER VALIDITY PERIOD	: 12 weeks from closing date

Contents

Number	Heading
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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 Document |
| 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

- | | |
|------|-------------------|
| C2.2 | Activity Schedule |
|------|-------------------|

Part C3: Scope of Services

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

THE TENDER

PART T1: TENDERING PROCEDURES

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].

DESCRIPTION	FOR THE INTEGRATED ENVIRONMENTAL ASSESSMENT FOR THE DEMOLITION OF STRUCTURES AT T-JETTY IN THE PORT OF DURBAN FOR A PERIOD OF THIRTEEN (13) MONTHS
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING and NON- COMPULSORY SITE VISIT	<p>A Compulsory Tender Clarification Meeting will be conducted at Transnet National Ports Authority, Queens Warehouse, 237 Mahatma Gandhi Road, on Tuesday 04 April 2023, at 10h00 [10 O'clock] for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing. Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative. Tenderers failing to attend the compulsory tender briefing will be disqualified.</p> <p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyzer testing. • All forms of firearms are prohibited on Transnet properties and premises.
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	<ul style="list-style-type: none"> The relevant persons attending the meeting must ensure that their identity documents, passports or driver's licenses are on them for inspection at the access control gates.
CLOSING DATE	14 April 2023 at 14h00 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

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

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

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

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

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

c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidentiality. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All

information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 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 T2.2-11], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

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

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

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).

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 Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the <i>Employer</i> comprise: Part T: The Tender Part T1: Tendering procedures Part T2: Returnable documents Part C: The contract Part C1: Agreements and contract data Part C2: Pricing data Part C3: Scope of work
C.1.4	The Employer's agent is: Name:
	Procurement Officer Winile Xhakaza

Address:	45 Bay Terrace, South Beach, Durban, 4001
Tel No.	031 361 3932
E – mail	Winile.Xhakaza@transnet.net

C.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:

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

Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.

2. Stage Two - Functionality:

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.

The evaluation criteria for measuring functionality and the points for each criterion and, if any, each sub-criterion is as stated in C.3.11.3 below.

Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.

C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** 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.

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

C.2.12 No alternative tender offers will be considered.

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

C.2.13.5 The *Employer's* details and identification details that are to be shown on each tender offer are
C2.15.1 as follows:

Identification details:	The tender documents must be uploaded with:
	▪ Name of Tenderer:
	▪ Contact person and details:
	▪ The Tender Number: TNPA/2023/02/0015/23248/RFP

- The Tender Description: For the Integrated Environmental Assessment for the demolition of structures at T-Jetty in the Port of Durban for a period of thirteen (13) months.

Documents must be marked for the attention of:

Employer's Agent: Winile Xhakaza

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

C.2.15 The closing time for submission of tender offers is:
Time: **14h00** on **14 April 2023**
Location: The Transnet e-Tender Submission Portal:
(<https://transnetetenders.azurewebsites.net>)

NO LATE TENDERS WILL BE ACCEPTED

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

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

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

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

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.

Functionality Criteria

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

(Please see CIDB Compiler guidance note T1.2 – Tender Data).

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2 – 02 Management and CV's of Key People A sufficiently detailed organogram indicating roles and responsibilities – and the names of the various team members and Key People. The CV's of Key People must include their: <ul style="list-style-type: none"> • Qualifications • Years of Experience delivering Management, EAP, or specialist services (relevant to the role the CV is provided for). • Proof of Registration with EAPASA for the EAP/Senior EAP • Proof of registration with SACNASP for Environmental Specialists (where required) • Proof of registration with ECSA for Traffic Assessment Specialist • Project experience of the Key People (Traffic Assessment Specialist)3. Where the tenderer chooses to use the same person as EAP and Senior 	ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP) SENIOR EAP OR PROJECT MANAGER WASTE MANAGEMENT SPECIALIST STRUCTURAL HERITAGE SPECIALIST TRAFFIC ASSESSMENT SPECIALIST ENVIRONMENTAL MONITORING SPECIALIST (DUST & NOISE)	(10) (5) (5) (5) (10) (5)	(40)
T2.2-03 Previous Experience			(30)

<p>Tenderers are required to demonstrate previous experience in supplying Environmental Assessment Practitioner (EAP) services on Environmental Impact Assessments (EIAs) or Basic Assessment for major infrastructure projects.</p> <p>The tenderer shall supply a list/table and description of major infrastructure projects, capital value and undertakings that the Key Person identified in T2.2-02 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.</p> <p>For the purposes of scoring - this means that the</p> <ul style="list-style-type: none"> • Environmental Assessment Practitioner (EAP). must demonstrate their experience (as evident in the CV submitted). 			
<p>T2.2-04 Approach Paper/Method Statement</p> <p>The scoring of the approach paper must address the following 5 elements in detail as outlined under T2.2.04;</p> <ul style="list-style-type: none"> • Team set up; • Impact Assessment; • Risk Assessment; • Scheduling; and • Project and Quality management. 			(30)

Maximum possible score for Functionality			100
Minimum number of evaluation points for functionality			60

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

- T2.2-02 Project Organogram, Management & CVs of Key Persons
- T2.2-03 Previous Experience
- T2.2-04 Approach Paper or Method Statement

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 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.

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

2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) 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.

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

PART T2: RETURNABLE DOCUMENTS



T2.1 List of Returnable Documents

2.1.1 These schedules are required for pre-qualification and eligibility purposes:

T2.2-01 **Stage One: Eligibility Criteria Schedule** - Certificate of attendance at a Compulsory Tender clarification meeting

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

T2.2-02 **Evaluation Schedule:** Management & CVs of Key Persons

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

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

2.1.3 Returnable Schedules:

General:

T2.2-05 Authority to submit tender

T2.2-06 Record of addenda to tender documents

T2.2-07 Proposed Sub Consultants

Agreement and Commitment by Tenderer:

T2.2-08 SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-09 Non-Disclosure Agreement

T2.2-10 RFP Declaration Form

T2.2-11 RFP – Breach of Law

T2.2-12 Certificate of Acquaintance with Tender Document

T2.2-13 Service Provider Integrity Pact

T2.2-14 Supplier Code of Conduct

T2.2-15 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-16 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

2.1.4 Bonds/Guarantees/Financial/Insurance:

T2.2-17 Insurance provided by the Contractor

T2.2-18 Three (3) years audited financial statements

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/02/0015/23248/RFP

DESCRIPTION OF THE SERVICES: FOR THE INTEGRATED ENVIRONMENTAL ASSESSMENT FOR THE DEMOLITION OF STRUCTURES AT T-JETTY IN THE PORT OF DURBAN FOR A PERIOD OF THIRTEEN (13) MONTHS

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

2.3 C1.2 Contract Data

2.4 C2.1 Pricing Instructions

2.5 C2.2 Priced Activity Schedule

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification meeting

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory clarification meeting

Held at:	Queen Elizabeth Boardroom, Queens Warehouse, 247 Mahatma Gandhi	
On (date)	04 April 2023	Starting time: 10h00

Particulars of person(s) attending the site visit:

Name

Signature

Capacity

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

Name

Signature

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

Date

T2.2-02: 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)**
 - **Senior Environmental Assessment Practitioner or Project Manager**
 - **Waste Management Specialists**
 - **Structural Heritage Specialist**
 - **Traffic Assessment Specialist**
 - **Environmental Monitoring Specialists (Dust and Noise)**
3. Where the tenderer chooses to use the same person as EAP and Senior EAP, it should be made clear in the submission.
4. The CV's of Key People must include their:
 - **Qualifications**
 - **Years** of Experience delivering Management, EAP, or specialist services (relevant to the role the CV is provided for).
 - **Proof of Registration with EAPASA for the EAP/Senior EAP**
 - **Proof of registration with SACNASP for Environmental Specialists (where required)**
 - **Proof of registration with ECSA for Traffic Assessment Specialist**
 - **Project experience of the Key People (Traffic Assessment Specialist)**
5. **Prerequisite for the Traffic Assessment Specialist is to provide proof of ownership of the Aimsun and Sidra Traffic Modelling Softwares.**

Note: Copies of qualifications and ownership of Traffic Modelling Softwares must be submitted with the tender document. If copies of qualifications and ownership of Traffic Modelling Softwares 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 demonstrate that these are equivalent to the South African National Qualifications Framework (NQF levels).

Attached submissions to this schedule:

.....

.....

.....

.....

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

Management and CV's of Key People (40)

	ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP)	SENIOR EAP OR PROJECT MANAGER	WASTE MANAGEMENT SPECIALIST	STRUCTURAL HERITAGE SPECIALIST	TRAFFIC ASSESSMENT SPECIALIST	ENVIRONMENTAL MONITORING SPECIALIST (DUST & NOISE)
	(10)	(5)	(5)	(5)	(10)	(5)
Score 0	The tenderer has submitted no information OR the tenderer does not possess the minimum Qualification nor years of experience or both	The tenderer has submitted no information OR the tenderer does not possess the minimum Qualification nor years of experience or both	The tenderer has submitted no information OR the tenderer does not possess the minimum Qualification nor years of experience or both	The tenderer has submitted no information OR the tenderer does not possess the minimum Qualification nor years of experience or both	The tenderer has submitted no information OR the tenderer does not possess the minimum Qualification nor years of experience or both	The tenderer has submitted no information OR the tenderer does not possess the minimum Qualification nor years of experience or both
Score 20	Qualifications: They are in possession of a relevant Bachelors Degree; not registered with EAPASA; and Years of experience: They have ≤2 years on-the-job EAP experience in conductin EIAs	Qualifications: They are in possession of a relevant Bachelors Degree; not registered with EAPASA; and Years of experience: They have ≤4 years relevant on-the-job management experience.	Qualifications: They are in possession of a relevant Bachelors Degree; not registered with SACNASP; and Years of experience: They have <2 years relevant on-the-job Waste Management experience.	Qualifications: They are in possession of a Bachelors Degree; and Years of experience: They have ≤2 years relevant on-the-job Heritage/Archaeology Specialist experience.	Qualifications: They have no professional registration with ECSA as a Pr. Eng. or Pr. Tech. – Traffic Engineering Years of experience: They have >5 years but ≤10 years relevant on-the-job Traffic Engineering. Project experience: Atleast 2 projects with: <15 intersections AND < 3000 peak hour vehicle trips	Qualifications: They are in possession of a relevant Bachelors Degree; registered with SACNASP; and Years of experience: They have <2 years relevant on-the-job Environmental monitoring experience

	ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP)	SENIOR EAP OR PROJECT MANAGER	WASTE MANAGEMENT SPECIALIST	STRUCTURAL HERITAGE SPECIALIST	TRAFFIC ASSESSMENT SPECIALIST	ENVIRONMENTAL MONITORING SPECIALIST (DUST & NOISE)
Score 40	Qualifications: They are in possession of a relevant Bachelors Degree; Registration with EAPASA is pending; and Years of experience: They have > 2years but ≤6 years of on-the-job EAP experience in conducting EIAs.	Qualifications: They are in possession of a relevant Bachelors Degree; Registration with EAPASA is pending; and Years of experience: They have >6years but ≤8 years of relevant on the job Management experience	Qualifications: They are in possession of a relevant Bachelors Degree; Registration with SACNASP is pending; and Years of experience: They have >2years but ≤6 years of relevant on the job Waste Management experience	Qualifications: They are in possession of a Bachelors Degree; and Years of experience: They have > 2years but ≤6 years of relevant on the job Heritage/Archaeology Specialist experience	Qualifications: Professional registration with ECSA as a Pr. Eng. or Pr. Tech. – Traffic Engineering is pending. Years of experience: They have >5 years but ≤10 years relevant on-the-job Traffic Engineering. Project experience: Atleast 4 projects with: <15 intersections AND < 3000 peak hour vehicle trips	Qualifications: They are in possession of a relevant Bachelors Degree; registration with SACNASP is pending; and Years of experience: They have >2years but ≤6 years of relevant on the job Environmental monitoring experience
Score 60	Qualifications: They are in possession of a relevant Bachelors Degree, registered with EAPASA; and Years of experience: They have >6yrs but ≤10 years of on-the-job EAP experience in conducting EIAs.	Qualifications: They are in possession of a relevant Bachelors Degree; registered with EAPASA; and Years of experience: They have >8yrs but ≤10 years of relevant on-the-job Management experience.	Qualifications: They are in possession of a relevant Bachelors Degree; registered with SACNASP; and Years of experience: They have >6yrs but ≤10 years of relevant on-the-job Waste Management experience.	Qualifications: They are in possession of a Bachelors Degree; and Years of experience: They have >6yrs but ≤10 years of relevant on-the-job Heritage/Archaeology experience.	Qualifications: They have professional registration with ECSA as a Pr. Eng. or Pr. Tech. – Traffic Engineering. Years of experience: They have >10 years but ≤20 years relevant on-the-job Traffic Engineering. Project experience: Atleast 2 projects with: ≥15 intersections OR ≥ 3000 peak hour vehicle trips	Qualifications: They are in possession of a relevant Bachelors Degree; registered with SACNASP; and Years of experience: They have >6yrs but ≤10 years of relevant on-the-Environmental monitoring experience.

Score 80	<p>Qualifications: They are in possession of a relevant Bachelors Degree with Honours registered with EAPASA; and</p> <p>Years of experience: They have >10 yrs but ≤12 years on-the-job EAP experience in conducting EIAs.</p>	<p>Qualifications: They are in possession of a relevant Bachelors Degree with Honours; registered with EAPASA and</p> <p>Years of experience: They have >10 but ≤ 15 years of relevant on-the-job Management experience.</p>	<p>Qualifications: They are in possession of a relevant Bachelors Degree with Honours; registered with SACNASP; and</p> <p>Years of experience: They have >10 but ≤ 12 years of relevant on-the-job Waste Management experience.</p>	<p>Qualifications: They are in possession of a Bachelors Degree with Honours; and</p> <p>Years of experience: They have >10 yrs but ≤12 years of relevant on-the-job Heritage/Archaeology experience</p>	<p>Qualifications: They have professional registration with ECSA as a Pr. Eng. or Pr. Tech. – Traffic Engineering.</p> <p>Years of experience: They have >10 years but ≤20 years relevant on-the-job Traffic Engineering.</p> <p>Project experience: At least 4 projects with: ≥15 intersections AND ≥ 3000 peak hour vehicle trips</p>	<p>Qualifications: They are in possession of a relevant Bachelors Degree with Honours; registered with SACNASP; and</p> <p>Years of experience: They have >10 but ≤ 12 years of relevant on-the-job Environmental monitoring experience.</p>
Score 100	<p>Qualifications: They are in possession of a relevant Masters Degree, registered with EAPASA; and</p> <p>Years of experience: They have >12 years of on-the-job EAP & Project Management experience in conducting SEAs or EMFs</p>	<p>Qualifications: They are in possession of a relevant Masters Degree; registered with EAPASA; and</p> <p>Years of experience: They have >15 years relevant on-the-job management experience.</p>	<p>Qualifications: They are in possession of a relevant Masters Degree; registered with SACNASP; and</p> <p>Years of experience: They have >12 years relevant on-the-job Waste management experience.</p>	<p>Qualifications: They are in possession of a Masters Degree; and</p> <p>Years of experience: They have >12 years relevant on-the-job Heritage/Archaeology experience.</p>	<p>Qualifications: They are in possession of Master's Degree/Diploma in Traffic Management and have professional registration with ECSA as a Pr. Eng. or Pr. Tech. Traffic Engineering.</p> <p>Years of experience: They have >20 years relevant on-the-job Traffic Engineering.</p> <p>Project experience: At least 4 projects with: ≥15 intersections AND ≥ 3000 peak hour vehicle trips</p>	<p>Qualifications: They are in possession of a relevant Masters Degree; registered with SACNASP; and</p> <p>Years of experience: They have >12 years relevant on-the-job Environmental monitoring experience.</p>

T2.2-03: Evaluation Schedule - Previous Experience

Note to tenderers:

Tenderers are required to demonstrate previous experience in supplying Environmental Assessment Practitioner (EAP) services on Environmental Impact Assessments (EIAs) or Basic Assessment for major infrastructure projects. The tenderer shall supply a list/table and description of major infrastructure projects, capital value and undertakings that the Key Person identified in T2.2-02 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:

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

The scoring of the Previous Experience will be as follows:

	Previous Experience of the EAP (30)
Score 0	The tenderer has submitted no information.
Score 20	The tenderer has submitted inadequate information. The list of previous projects includes no descriptions, and the reference list is incomplete. The EAP has experience in conducting ≤ 5 EIAs/BAs for major infrastructure projects.
Score 40	From the list of projects and references provided it can be ascertained that the EAP has limited experience with EIAs/BAs. The EAP has experience in conducting >6 but ≤ 11 EIAs/BAs for major infrastructure projects.
Score 60	From the list of projects and references provided it can be ascertained that the EAP has satisfactory experience with EIAs/BAs. The EAP has experience in conducting >12 but ≤ 17 EIAs/BAs for major infrastructure projects.
Score 80	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 but ≤ 23 EIAs/BAs for major infrastructure projects.
Score 100	From the list of projects and references provided it can be ascertained that the EAP has outstanding experience with EIAs/BAs. The EAP has previously worked projects similar that described in this tender. The EAP has experience in conducting > 24 EIAs/BAs for major infrastructure projects.

T2.2-04: 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*. The approach paper must be specific to the project scope and not necessarily be a duplicated EIA/BA process.

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

1. TEAM SET UP

- 1.1 How will the team of Key People be set up to perform the various components of the Scope?
- 1.2 The Consultant should discuss team composition – carefully setting out the various and required roles indicating who will be fulfilling each role.
- 1.3 How will the roles of Project Manager, EAP and Specialists function?
- 1.4 Has the Tenderer worked with the Specialists before? What are their credentials?

2. IMPACT ASSESSMENT

- 2.1 How will this task be undertaken?
- 2.2 How will Stakeholder Engagement be co-ordinated?
- 2.3 What are the gaps in the current available information? Are any further Specialist studies anticipated?

3. RISK ASSESSMENT

- 3.1 What are the foreseeable risks to completing the Screening & Baseline Assessment in time? How can these risks be mitigated?

4. SCHEDULING

- 4.1 Consultant must propose a timeline or draft schedule for the required services. Make specific reference to what the Consultant considers to be key milestones.
- 4.2 How, and in what order, will the necessary tasks be undertaken?
- 4.3 What are the possible risks that can affect the schedule? How has this been incorporated into the planning?

5. PROJECT AND QUALITY MANAGEMENT

- 5.1 The Consultant must highlight the issues of importance that are specific to this project and
-

explain the technical approach that would be adopted to address them.

5.2 The approach paper should explain the methodologies which are to be adopted (internal and external communications, chain of custody, technical reporting, quality assurance and quality control, etc.) in order to successfully execute the Services.

5.3 The approach should also include and outline the processes, procedures and associated resources required, to meet the objectives of the *services* and indicate how risks will be managed.

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

The scoring of the approach paper must address the following 5 elements in detail as outlined under T2.2.04;

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

	Method Statement/ Approach Paper (30)
Score 0	The tenderer has submitted no information to determine a score
Score 20	Only one (1) of the five (5) key elements were addressed.
Score 40	Only 2 (two) of the five (5) key elements were addressed
Score 60	3 (three) of the five (5) key elements were addressed
Score 80	4 (four) of the five (5) key elements were addressed
Score 100	All 5 (five) key elements were addressed.

T2.2-05: 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 of _____, hereby confirm that by resolution of the board taken on _____ (date), Mr/Ms _____, acting in the capacity of _____, was authorised to sign all documents in connection with this tender offer and any contract resulting from it on behalf of the company.

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed _____ Date _____

Name _____ Position Sole Proprietor

T2.2-06: Record of Addenda to Tender Documents

The tenderer hereby confirms that the following communications were received from the *Employer* before the submission of this tender offer, amending the tender documents and have been taken all the Addenda into account in this tender offer:

	Date	Title or Details of Addenda
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/02/0015/23248/RFP

DESCRIPTION OF THE SERVICES: FOR THE INTEGRATED ENVIRONMENTAL ASSESSMENT FOR THE DEMOLITION OF STRUCTURES AT T-JETTY IN THE PORT OF DURBAN FOR A PERIOD OF THIRTEEN (13) MONTHS

T2.2-07 Proposed Sub Consultants:

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

Provide information of the Sub-consultants below:

	Name of proposed Sub-consultants	Proposed Sub-consultant: National Treasury Central Supplier Database Registration Number	Nature and extent of work	B-BBEEE Certificates or Sworn Affidavit attached to this schedule? Yes/No	Amount of work sub-consulted in Rands (excl. 15% Vat)	Percentage (%) of the sub-consulted amount in terms of the tendered total of the prices.
1.						
2.						
3.						
4.						
5.						

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

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

T2.2-08 : ANNEXURE 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	_____		

SBD 6.1

PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for 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).

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 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
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

- 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-BBBEE 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 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 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
Large	Certificate issued by SANAS accredited verification agency
QSE	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 www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME¹	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 that does not qualify for at least the points that such a bidder

¹ 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.

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	
-----	--	----	--

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 Service provider
- ☐ Other Service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES

1.

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

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 interest² 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.

² 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.

Full Name	Identity Number	Name of institution	State

2.2

Do you, or any

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

2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ 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

³ 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.

of the awarding of the contract.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

T2.2-09 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

.....
.....

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

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 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

T2.2-10: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this TENDER and the requirements requested from tenderers in responding to this TENDER have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: *[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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.
- 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
- 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.

T2.2-11: 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 TENDERER

T2.2-12: 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

T2.2-13 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through

which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.

2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.

2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.

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

3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:

- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
- b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering

process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 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.

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

T2.2-14 : 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

T2.2-15 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 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 _____ 2022

Name: _____

Title: _____

Signature: _____

-----**(Pty) Ltd**

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-16 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website

<https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
Is the Respondent (Complete with a "Yes" or "No")						
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP / FPPO		
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the entity / Business (Nature of interest / Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

Respondents declaring a commercial relationship with a DPIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered with DPIP or FPPO. This list will include successful Respondents, if applicable.

2. SERVICE LEVELS

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

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

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

2.3 The Service provider must provide a telephone number for customer service calls.

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

Acceptance of Service Levels:

YES	
-----	--

NO	
----	--

T2.2-17: 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:

.....

.....

.....

.....

.....

.....

.....

T2.2-18: 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)			

PART C: THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

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:

RFP FOR THE INTEGRATED ENVIRONMENTAL ASSESSMENT FOR THE DEMOLITION OF STRUCTURES AT T-JETTY IN THE PORT OF DURBAN FOR A PERIOD OF THIRTEEN (13) MONTHS

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
tenderer:**

(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 and *conditions of contract* of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer:**

Transnet SOC (Ltd) trading through its
operating division Transnet National Ports Authority

Name &
signature of
witness

Date

Schedule of Deviations

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 <i>tenderer</i>:	For the <i>Employer</i>
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	_____	Transnet SOC (Ltd) trading through its operating division Transnet National Ports Authority
Name & signature of witness	_____	_____
Date	_____	_____



C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option dispute resolution Option and secondary Options	A: Priced contract with activity schedule W1: Dispute resolution procedure X7: Delay damages X10 Employer's Agent X18: Limitation of Liability
	of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is (Name): Address	Transnet SOC Ltd Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority 237 Mahatma Gandhi, Queens Warehouse Durban 4001
11.2(9)	The <i>services</i> are	FOR THE INTEGRATED ENVIRONMENTAL ASSESSMENT FOR THE DEMOLITION OF STRUCTURES AT T-JETTY IN THE PORT OF DURBAN
11.2(10)	The following matters will be included in the Risk Register	None
11.2(11)	The Scope is in	Part C3.1: The Scope of Services
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



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/02/0015/23248/RFP

DESCRIPTION OF SERVICES: FOR THE INTEGRATED ENVIRONMENTAL ASSESSMENT FOR THE DEMOLITION OF STRUCTURES AT T-JETTY IN THE PORT OF DURBAN FOR A PERIOD OF THIRTEEN (13) MONTHS

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	T- Jetty and associated structures
			1 week after contract start date
3	Time		
31.2	The <i>starting date</i> is	19 May 2023	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	18 June 2024	
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	2 (two) weeks of the Contract Start Date.	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	4 (four) weeks.	
4	Quality		
40.2	The quality policy statement and quality plan are provided within	N/A	
41.1	The <i>defects date</i> is	N/A	
5	Payment		
50.1	The <i>assessment interval</i> is on the	18th 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.



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/02/0015/23248/RFP

DESCRIPTION OF SERVICES: FOR THE INTEGRATED ENVIRONMENTAL ASSESSMENT FOR THE DEMOLITION OF STRUCTURES AT T-JETTY IN THE PORT OF DURBAN FOR A PERIOD OF THIRTEEN (13) MONTHS

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 Rand Merchant Bank of South Africa.	
6	Compensation events	No additional data required for this section of the <i>conditions of contract</i> .	
7	Rights to material	No additional data required for this section of the <i>conditions of contract</i> .	
8	Indemnity, insurance and liability		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	Event	Cover	Period following Completion of the whole of the <i>services</i> or earlier termination
	failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Professional Indemnity insurance for not less than R50 000.00 (Fifty Thousand Rand) in respect of each claim, without limit to the number of claims	28 Weeks
	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>	General Third Party Liability Insurance for all amounts falling within the excess of the policy, currently R50 000.00 (Fifty Thousand Rand) each and every claim, and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the <i>Consultant</i> deems desirable in respect of each claim, without limit to the number of claims	0 Weeks



	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 minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Consultant</i> 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.	0 Weeks
	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 10 000 000.00	
81.1	The <i>Employer</i> provides the following insurances	Professional Indemnity insurance in respect of failure of the <i>Consultant</i> 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 <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	
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	N/A	
9	Termination	No additional data required for this section of the <i>conditions of contract</i> .	
10	Data for main Option clause		
A	Priced contract with activity schedule		
21.3	The <i>Consultant</i> prepares forecasts of the total of the <i>expenses</i> at intervals of no longer than	4 weeks.	
11	Data for Option W1		



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/02/0015/23248/RFP

DESCRIPTION OF SERVICES: FOR THE INTEGRATED ENVIRONMENTAL ASSESSMENT FOR THE DEMOLITION OF STRUCTURES AT T-JETTY IN THE PORT OF DURBAN FOR A PERIOD OF THIRTEEN (13) MONTHS

W1.1	The <i>Adjudicator</i> is	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> .
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The latest addition of the South African Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	<ul style="list-style-type: none"> if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator, is 	The Chairman of the Association of Arbitrators (Southern Africa)
X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	R 1 500 per day
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	Anand Naidoo
	Address	237 Mahatma Gandhi Road, Durban, 4001
	The authority of the <i>Employer's Agent</i> is	Fully empowered to act on behalf of the <i>Employer</i> for the services covered by the contract.
X18	Limitation of liability	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil
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:	The cost of correcting the defect (The Total of the Prices)
X18.3	The <i>end of liability date</i> is	2 (Two) years after Completion of the whole of the <i>services</i> .
Z	<i>Additional conditions of contract</i>	
	The <i>additional conditions of contract</i> are	
Z1	Obligations in respect of Joint Venture Agreements	



Z1.1

Insert the additional core clause 21.5

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

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

- A brief description of the Contract and the Deliverables;
- The name, physical address, communications addresses and domicilium 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*.

Z2 Additional obligations in respect of Termination



Z2.1	<p>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</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> commenced business rescue proceedings repudiated this Contract
Z2.2	<p><i>Clause 90.5 is added as an additional clause</i> 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.</p>
Z3	Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA
Z3.1	<p>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Consultant</i> who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> 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. 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. Top Secret – this clearance is based on information, which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
Z4	Additional Clause Relating to the <i>Employer's</i> rights to take appropriate action



Z4.1	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Any declared, exposed or confirmed tender rigging.
Z4.1.1		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.
Z 4.1.2		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.
Z4.1.3		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.
Z4.1.4		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).
Z4.2	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Politically Exposed Persons including any allegations with regards to State Capture.
Z4.3	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Blacklisting by any State Entity on the National Treasury database.
Z5	Protection of Personal Information Act	



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.
Z6	Time
Z6.1	<p><i>Clause 33.2. is added as an additional clause.</i></p> <p>The <i>Employer</i> may at any time suspend part or all of the <i>services</i>. 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>
Z7	Compensation Events
Z7.1	Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the <i>Consultant</i> .
Z8	Limitation of liability
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>
Z9	Additional clauses relating to cession of rights
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> .
Z10	Additional clauses relating to interpretation of the law
Z10.1	Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the <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.



Z11 *Employer's Step in rights*

Z11.1	<p>If the <i>Consultant</i> 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 <i>Employer's Agent</i>, the <i>Employer</i>, 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 <i>sub-consultant</i> or supplier of the <i>Consultant</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Consultant</i>.</p>
Z11.2	<p>The <i>Consultant</i> co-operates with the <i>Employer</i> 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 <i>Consultant</i> under the contract or otherwise for and/or in connection with any subsequent <i>works</i>) and generally does all things required by the <i>Employers' Agent</i> to achieve this end.</p>

Z12 The First assessment interval

Z12.1	<p>In the event the <i>Consultant</i> 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"</p>
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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</i> key persons 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



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/02/0015/23248/RFP

DESCRIPTION OF SERVICES: FOR THE INTEGRATED ENVIRONMENTAL ASSESSMENT FOR THE DEMOLITION OF STRUCTURES AT T-JETTY IN THE PORT OF DURBAN FOR A PERIOD OF THIRTEEN (13) MONTHS

25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		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	item	amount
A	Priced contract with activity schedule		
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	
G	Term contract		
11.2(25)	The <i>task schedule</i> is in		

PART C2: PRICING DATA

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	1
C2.2	Activity Schedule	4

C2.1 Pricing instructions: Option A

1.1 The *conditions of contract*

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

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

Identified and defined terms 11.2

(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 tenderer must price for each of the activities listed on this activity schedule. In the event an activity is not priced for, the *Employer* will deem it as being included on the total sum of the price.

Activity No.	Activity	Price of each activity
1.	<u>TASK</u>	
1.1	Attendance to the project inception meeting	
1.2	Initial Site visit	
1.3	Collection and Literature review of relevant background information	
1.4	Prepare and submit Project Plan and Schedule	
1.5	Appointment of Specialists (Waste Management, Structural Heritage, Environmental Monitoring, Traffic Management, etc.)	
1.6	Project Screening report	
2.	<u>AUTHORITY CONSULTATION</u>	
2.1	Pre-application consultation meeting with DFFE (Strategic Infrastructure Development, Waste Department, Oceans and Coast) eThekweni Municipality Health Department, EPCPD and Traffic Department	
2.2	Draft Minutes of Meeting held with DFFE and eThekweni Municipality	
3.	<u>APPLICATION FOR AUTHORISATION: BASIC ASSESSMENT PROCESS</u>	
3.1	Compile & submit application form for environmental authorization, waste management activity & storage, Scheduled Trades and traffic assessment	
3.2	Preparation of Background information document (BID)	
4.	<u>PUBLIC PARTICIPATION PROCESS</u>	
4.1	Prepare Advert	
4.2	Placement of advert (local & regional newspapers) and BID	
4.3	Identify key stakeholders, affected & adjacent occupiers/tenants, officials, organs of states, I&APs etc.	
4.4	Compile and update I&AP database	
4.5	Venue Booking for PPP	

5.	<u>BASIC ASSESSMENT REPORT</u>	
5.1	Impact Assessment	
5.2	Incorporation of Specialist reports into Impact Assessment Report (Heritage Impact Assessment, Traffic Assessment, Waste management, Dust and Noise baseline etc.)	
5.3	Compilation of Draft Integrated EMPr	
5.4	Compilation of the Draft Traffic Management Plan	
5.5	Compilation of the Draft Heritage Impact Assessment report	
5.5	Compilation of Draft Integrated BA report	
6.	<u>CONSULTATION WITH I&APs: PUBLIC REVIEW PROCESS OF DRAFT INTEGRATED BA REPORT AND INTEGRATED EMPr</u>	
6.1	Advertising of Draft integrated BA, EMPr Report, Waste management Plan, Traffic Management plan, Heritage assessment, Dust and Noise management plan etc.	
6.2	Consolidation of comments and response table	
6.3	Update Integrated BA, Integrated EMPr Report, Waste management, Traffic Management plan, Heritage assessment, Dust and Noise management plan etc.	
6.4	Advertising of Final Integrated BA, Integrated EMPr Report, Waste management Plan, Traffic Management plan, Heritage assessment, Dust and Noise management plan etc.	
6.5	Prepare responses to the Final Integrated BA, Integrated EMPr, Waste management Plan, Traffic Management plan, Heritage assessment, Dust and Noise management plan etc.	
7.	<u>AUTHORITY REVIEW OF FINAL INTEGRATED BA REPORT, INTEGRATED EMPr & REMEDIATION PLAN</u>	
7.1	Authority site inspection & meeting regarding BA report & EMPr, Waste Management and Traffic Management plan with accompanying traffic layout plans etc.	
7.2	Authority review & addressing DFFE queries	
8.	<u>ENVIRONMENTAL AUTHORISATION AND WASTE MANAGEMENT LICENCES</u>	
8.1	Issuance of EA and Inform I&APs of Authorisation, Licences and Permits	
8.2	Management of Appeal process	
9.	<u>SCHEDULED TRADES</u>	
9.1	Baseline Dust and Noise Survey (1 month)	
9.2	PPP (to run parallel with the BA process)	
9.2	Compilation of Dust, Noise and Waste Management Plan	
9.3	Approval of Dust, Noise and Waste Management Plan and incorporate recommendations on the Final EMPr	
10.	<u>PROJECT MANAGEMENT:</u>	

10.1	Progress Reports	
10.1.1	Monthly Progress Report 1	
10.1.2	Monthly Progress Report 2	
10.1.3	Monthly Progress Report 3	
10.1.4	Monthly Progress Report 4	
10.1.5	Monthly Progress Report 5	
10.1.6	Monthly Progress Report 6	
10.1.7	Monthly Progress Report 7	
10.1.8	Monthly Progress Report 8	
10.1.9	Monthly Progress Report 9	
10.1.10	Monthly Progress Report 10	
10.1.11	Monthly Progress Report 11	
10.1.12	Monthly Progress Report 12	
10.1.13	Monthly Progress Report 13	
10.2	Meetings	
10.2.1	Contract Kick off meeting and Minute taking	
10.2.2	Chairing, Minute taking & Attendance, by invitation only from Employer	
10.2.3	Chairing, Minute taking & Attendance, by invitation only from Employer	
10.2.4	Chairing, Minute taking & Attendance, by invitation only from Employer	
10.2.5	Chairing, Minute taking & Attendance, by invitation only from Employer	
10.2.6	Chairing, Minute taking & Attendance, by invitation only from Employer	
10.2.7	Chairing, Minute taking & Attendance, by invitation only from Employer	
10.2.8	Chairing, Minute taking & Attendance, by invitation only from Employer	
10.2.9	Chairing, Minute taking & Attendance, by invitation only from Employer	
10.2.10	Chairing, Minute taking & Attendance, by invitation only from Employer	
10.2.11	Chairing, Minute taking & Attendance, by invitation only from Employer	
10.2.12	Chairing, Minute taking & Attendance, by invitation only from Employer	

10.2.13	Chairing, Minute taking & Attendance, by invitation only from <i>Employer</i>	
Total of the Prices carried forward to the Form of Offer & Acceptance (Excluding Vat)		
VAT AT 15%		
Total of the Prices carried forward to the Form of Offer & Acceptance (Including Vat)		

* 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.

PART C3: SCOPE OF SERVICES

PART C3.1 THE SCOPE

Document reference	Title	No of pages
C3.1	This cover page and contents	1
	<i>Employer's</i> Scope of services	19
	List of Annexures	1
	Total number of pages	21

CONTENTS:

1. PROJECT BACKGROUND	3
1.1 PROBLEM STATEMENT	3
1.2 PROPOSED SOLUTION	4
1.3 PROJECT SCOPE	4
1.4 TRAFFIC ACCESS TO SITE	6
1.5 EMPLOYER'S OBJECTIVES	6
2. SCOPE of SERVICES	8
2.1 THE CONSULTANTS SERVICES	8
2.2 ENVIRONMENTAL APPROVAL PROCESS	8
3. DELIVERABLES OF THE CONTRACT	9
3.1 ACTIVITY 1: PROJECT INITIATION	9
3.3 ACTIVITY 3: PUBLIC PARTICIPATION AS PER CHAPTER 6 OF THE EIA REGULATIONS	11
3.4 ACTIVITY 4: PROJECT MANAGEMENT	12
3.5 APPLICABLE LICENSES AND PERMITS	12
3.6 PRICING	13
3.7 SPECIALIST STUDIES	13
3.8 SITE ACCESS	13
3.9 COMPLETION, TESTING AND CORRECTION OF DEFECTS	14
3.10 EVALUATION CRITERIA	14
4. MANAGEMENT AND STARTUP	14
4.1 MANAGEMENT STRUCTURES	14
5. PRESENTATION OF THE OUTPUTS AND REPORTS	14
6. THE MANAGEMENT OF THE ASSIGNMENT	15
7. THE REQUIRED RESOURCES	15
8. ANTICIPATED TIMELINES FOR THIS ASSIGNMENT	15
9. CONTRACT CHANGE MANAGEMENT	15
10. DOCUMENTATION CONTROL	15
11. HEALTH, SAFETY AND RISK MANAGEMENT	17
12. PROCUREMENT	18
12.1 CODE OF CONDUCT	18
12.2 CONFLICTS OF INTEREST, RESTRAINT OF TENDERING	19
13. THE CONSULTANT'S INVOICES	19
LIST OF ANNEXURES	20
LIST OF FIGURES:	
FIGURE 1: Port of Durban Master Plan Development Initiatives	3
FIGURE 2: Automotive Volumes	4
FIGURE 3: Buildings to be demolished from the T-Jetty	5
FIGURE 4: Hourly limit of level crossings	6



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/02/0015/23248/RFP

DESCRIPTION OF THE SERVICES: FOR THE INTEGRATED ENVIRONMENTAL ASSESSMENT FOR THE DEMOLITION OF STRUCTURES AT T-JETTY IN THE PORT OF DURBAN FOR A PERIOD OF THIRTEEN (13) MONTHS

1. PROJECT BACKGROUND

Transnet's core mandate is to manage the cost of doing business and enable economic growth, security of supply through the provision of infrastructure that is fit for purpose. The role of the Commercial Port as outlined in the National Ports Act no.12 of 2005 (the Act), is to promote the development of an effective and productive South Africa that is able to contribute positively to the economic growth and development of the country. To achieve the mandate and the Act, Transnet and Transnet National Ports Authority (TNPA) have developed a segment strategy which positions the Port of Durban as an International Container Hub. The Segment Strategy triggers the development of KwaZulu Natal Master Plans and these plans have been approved by the TNPA Board. Transnet National Ports Authority is proposing various developments (initiatives) at the Port of Durban, as indicated in the figure below, to ensure that the strategy of positioning the Port as a Container Hub and a Premier Automotive Terminal for South Africa and the Southern African Developing Countries (SADC) is realised.



Figure 1: Port of Durban Master Plan Development Initiatives

1.1 PROBLEM STATEMENT

The Container Capacity for the Port of Durban is 2 900 000 Twenty-Foot Equivalent Units (TEUs). Currently the Port is handling close to 2 800 000 TEUs. Additional container capacity is urgently required for the Port of Durban. The Port of Durban Master Plan indicates the developments that are to be undertaken to increase the Container Capacity from 2 900 000 TEUs to 11 400 000 TEUs.

The landside capacity for the Point Automotive Terminal is 520 000 units per annum. The actual number of units handled during the 2021/22 financial year was 521 876 units per annum, which exceeds the landside capacity. This substantiates the urgent need for the Automotive Terminal to be expanded to handle the future automotive volumes. The corporate plan forecasts for the auto sector indicates that volumes through the Port of Durban would reach 684

761 by 2032/33, which is the 10-year forecast. The graph below indicates the actual automotive volumes handled for the past 10 years and the demand forecast for the next 10 years.

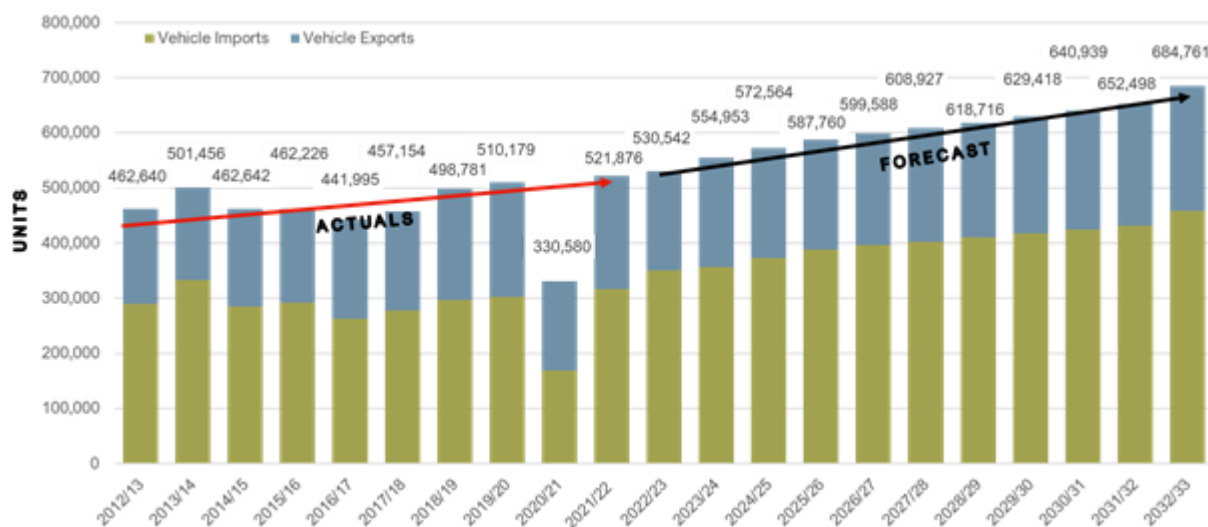


Figure 2: Automotive Volumes

If additional landside capacity is not created, the Original Equipment Manufacturers (OEMs) may be forced to move their automobiles from the Port of Durban to other Ports such as East London, Port Elizabeth or even the Port of Maputo. This may also result in the loss of future models being moved through the Port of Durban, but through other International Ports. This will result in dire consequences for the economy of KZN and the country. The Port of Durban may also lose automobiles cargo dues revenue which is in the order of R277m per annum at full capacity. The Port of Durban may also lose container cargo dues revenue which is in the order of R1.2b per annum at full capacity.

1.2 PROPOSED SOLUTION

The design capacity of the Point Automotive Terminal will be increased from 520 000 units/annum to 1 000 000 units/annum. Portion of the area occupied by the Automotive Terminal will be used to develop the Point Container Terminal with the design capacity of 1 800 000 TEUs/annum. The development plans for the Automotive Terminal at the Point Precinct will require vacant land and unfortunately the Port is a City Port and does not have additional land to accommodate these expansions. The area allocated for the Point Automotive Terminal and Point Container Terminal has the following existing buildings, structures and sheds, which will be required to be demolished:

- A. Ocean Terminal Building (OTB)
- B. Durmarine Building
- C. L Shed
- D. M Shed
- E. N Shed
- F. South Service Stair Structure
- G. Schoeman's Bridge

TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2023/02/0015/23248/RFP
DESCRIPTION OF THE SERVICES: FOR THE INTEGRATED ENVIRONMENTAL ASSESSMENT FOR THE DEMOLITION OF STRUCTURES AT T-JETTY IN THE PORT OF DURBAN FOR A PERIOD OF THIRTEEN (13) MONTHS
H. Small Buildings

H. D/E, F and G Sheds

I. Fresh Produce Terminal (FPT) Shed

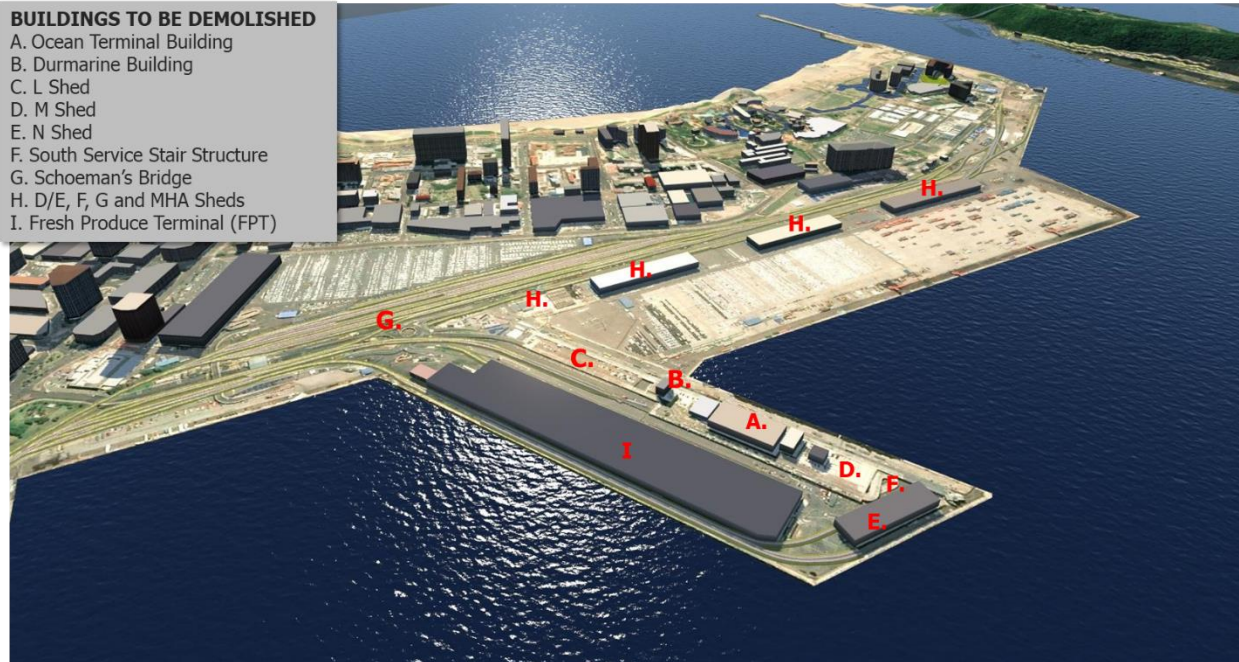


Figure 3: Buildings to be demolished from the T-Jetty

All structures and buildings on the T-Jetty will be demolished to provide parking on the ground level. This will ensure that the operational efficiency of the Automotive Terminal is improved to provide the increased capacity that is required. The need for additional space is further necessitated by the relocation of the auto terminal to create additional footprint for containerised cargo as proposed in the Port Master Plan. The plan will enhance the attractiveness of the Port of Durban to shipping lines and establish the port as a hub port that will not only serve South Africa, but to also service the Southern African Development Community (SADC) and the entire continent. The multiplier effect of this plan is its contribution to the socio-economic transformation imperatives through local supplier development, job creation and community upliftment to areas surrounding the port.

1.3 PROJECT SCOPE

Transnet National Ports Authority (TNPA) appointed Arup to review and validate the current Port Master Plan and the feasibility of the reconfiguration, relative to other international ports to produce an overarching Port Development Roadmap. The demolition of T-jetty buildings for the increased capacity of Point Automotive terminal is but one of the projects emanating from this Master Plan. The outcome of the scope validation in relation to the demolition works at the T-jetty recommends the works to be undertaken in phases viz, Phase 1a and 1b as illustrated in Annexure A (Demolition strategy). Phase 1a of demolition will commence from the southern tip of T-jetty, progressing in a northerly direction, beginning with N-shed (E) and the old passenger tunnel, M-shed (D) and associated structures, Durmarine tower (B), and finally L-shed (C) and adjacent structures. Phase 1b will be the demolition of Schoeman's bridge (G) and elevated roads.



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/02/0015/23248/RFP

DESCRIPTION OF THE SERVICES: FOR THE INTEGRATED ENVIRONMENTAL ASSESSMENT FOR THE DEMOLITION OF STRUCTURES AT T-JETTY IN THE PORT OF DURBAN FOR A PERIOD OF THIRTEEN (13) MONTHS

Based on preliminary measurements, it is anticipated that approximately 40 500m³ of demolition material will result from the demolition works. In order to minimise the amount of material to be hauled off site, it has been proposed that the suitable demolition material be sorted, crushed and stored on site to a suitable specification. The material can then be re-used on site as layer works to roads/parking surfaces/hardstands. Environmental risks associated with the demolition works e.g. dust, noise, asbestos, etc. are contained in the Demolition strategy report however the disposal of asbestos containing material will be handled separately from this scope of works. The majority of T-jetty is to be used as parking space, and at a footprint of approximately 150 000m², it is possible that this material could be depleted in the process of surfacing such a large area. In the event that the waste generated cannot be re-used, alternative waste management options as per the waste hierarchy need to be explored.

A number of the buildings earmarked for demolition are considered 'Heritage Buildings' as they are older than 60 years of age and are rich in heritage value. A heritage scoping exercise has been conducted and a report is appended to this Terms of reference as Annexure B & C for ease of reference. A heritage impact assessment may be required to conclude the necessary Heritage permit processes should it be prescribed by the relevant authority.

1.4 TRAFFIC ACCESS TO THE SITE

The main access to the T-Jetty at the Point Precinct is gained via Quayside Road. Quayside Road connects to Margaret Mncadi Avenue (Victoria Embankment) and the greater City network. A minor access road, named Maritime Place, provides access off Margaret Mncadi Avenue to the Point Precinct.

The Point Precinct is utilized by Public and Port Users. The Port Users include the Point Automotive Terminal, the Fresh Produce Terminal and the Multi-Purpose Terminal (MPT). In order to prevent traffic congestion in this precinct, there is an informal agreement between TNPA and eThekweni Municipality on the following traffic restrictions which will need to be adhered to.

- a) The scheduling of Heavy Goods Vehicles (HGV's) trips into and out of the Point Precinct does not coincide with the peak periods viz. Construction vehicles will be regarded as HGV's.
 - i. 07:00 – 09:00
 - ii. 12:00 – 14:00
 - iii. 16:00 – 18:00
- b) The number of HGV's entering and exiting the Point Precinct shall not exceed a total of 400 HGV's per 24 hour day.
- c) The number of daily closures of the existing level crossing shall be limited to a total of 28 per day, subject to the hourly limit as per Figure 4 below.

DAY	HOUR ENDING																							
	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	00:00	01:00	02:00	03:00	04:00	05:00	06:00
Mon-Fri	1	0	0	2	2	1	0	0	2	1	0	0	2	2	2	2	4	4	4	4	4	4	4	4
Sat-Sun	4	2	2	2	1	0	0	1	0	0	0	2	2	2	2	2	2	4	4	4	4	4	4	4

Figure 4: Hourly Limit of Level Crossings

1.5 EMPLOYER'S OBJECTIVE

The *Employer's* first objective is to secure an Environmental Authorisation (EA) in terms of the National Environmental Management Act (Act No. 107 of 1998) in consultation with other Specific Environmental Management Acts (SEMA's)



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/02/0015/23248/RFP

DESCRIPTION OF THE SERVICES: FOR THE INTEGRATED ENVIRONMENTAL ASSESSMENT FOR THE DEMOLITION OF STRUCTURES AT T-JETTY IN THE PORT OF DURBAN FOR A PERIOD OF THIRTEEN (13) MONTHS

and/or all further relevant environmental permits, licenses and authorisations required for the demolition of the buildings at the T-Jetty in the Port of Durban as per the project scope in sections 1.2 and 1.3 above.

The second *Employer's* objective is for the Consultant to initiate a traffic impact assessment as part of the BA/EIA process.

GENERAL REQUIREMENTS - These Terms of Reference have been compiled to facilitate and accomplish the following:

- A. To meet the requirements of the Environmental Impact Assessment (EIA) as well as other relevant SEMAs regulations with respect to the environmental impact assessment to be conducted for the project.
- B. Ensure compliance of the independent Environmental Assessment Practitioner (EAP) and the *Employer* with the requirements of the EIA regulations as well as relevant SEMAs.
- C. Ensure a high quality of environmental assessment and reporting on behalf of the *Employer*.
- D. Ensure the effective administration of the Environmental Impact Assessment (EIA) conducted for the *Employer*.
- E. Where conflict or discrepancy exists between a specific procedure, requirement or definition contained in this document, with that of the EIA regulations and SEMAs, the latter will take precedence.
- F. These terms of reference attempt to clarify the requirements of the *Employer* in relation to the EIA regulations and relevant SEMAs to ensure adequate provision of information to facilitate speedy decision making.
- G. Ensure compliance with eThekweni Municipality's traffic regulations as well as other relevant by-laws e.g. Schedule Trades etc.

2. SCOPE of SERVICES

2.1 THE CONSULTANT'S SERVICES

- a. The services required is for the completion of an Integrated Environmental Assessment (IEA) process, in accordance with the National Environmental Management Act (NEMA) 107 of 1998 as amended and all relevant regulations promulgated in terms thereof for the proposed project as described in Section 1.2 and 1.3 above.
- b. The IEA must consider SEMAs as defined in NEMA and the *Consultant* shall be expected to obtain all environmental approvals triggered under such statutes. Moreover, it must be undertaken in consultation with applicable eThekweni Municipal bylaws.
- c. Prior to initiating the IEA, the appointed *Consultant* will be required to conduct a comprehensive screening exercise to ensure that all listed activities under the latest EIA regulations, its listing notices and any other specified activities under SEMAs have been identified including eThekweni Municipal bylaws. The Screening Report shall not only depict and contextualize such activities but also describe what authorisation processes have to be followed, who the relevant competent authorities are and provide a professional opinion on the timeframes required to complete such approval processes. The screening report must also highlight environmental sensitivities, required Specialist studies and potential risks associated with the proposed development.
- d. The appointed *Consultant* is further expected to identify, and include in the screening report, all other environmental approvals applicable to the proposed project and ensure that these are obtained as part of the IEA process.
- e. The *Consultant* shall also undertake the Traffic Impact Assessment in parallel with the BA/EIA process.

2.2 ENVIRONMENTAL APPROVAL PROCESS

1. The appointed Service Provider must confirm the listed activities that are triggered in the 2014 EIA Regulations as amended, the relevant activities triggered under the SEMA's and other applicable permits/licenses from eThekweni Municipal bylaws and undertake the Application process as documented.
2. **The proposal to be submitted as part of this tender must consider and account for (a) to (l) below (these are covered in more detail in section 5 of this document):**
 - a. Client and Project team meetings (over the 13 Monthly Progress meetings). (This will include the kick-off meeting, and any ad hoc meetings required).
 - b. The Pre-application meeting with the Department of Forestry, Fisheries and the Environment (DFFE), DFFE (Waste Management), DFFE (Oceans and Coast), eThekweni Municipality, etc.
 - c. The review and confirmation of the EIA triggers, relevant authorisation/s and/or permits requirements, and required Specialist studies.
 - d. Completion of the application forms for the relevant Competent Authorities.
 - e. Preparation of a Site Baseline Report & Screening Report.
 - f. The Public Participation process (notification, signboards, adverts, etc.) as per Chapter 6 of the EIA Regulations. Engagements with eThekweni Municipality's is essential.
 - g. Contracting, Appointment and Management of Specialist to undertake Specialist studies as determined by DFFE and approved by the client (where applicable).
 - h. Undertaking the Impact Assessment process



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/02/0015/23248/RFP

DESCRIPTION OF THE SERVICES: FOR THE INTEGRATED ENVIRONMENTAL ASSESSMENT FOR THE DEMOLITION OF STRUCTURES AT T-JETTY IN THE PORT OF DURBAN FOR A PERIOD OF THIRTEEN (13) MONTHS

- i. The draft and final Impact Assessment Report incorporating the Specialist studies that are compliant with Appendix 1 of the EIA Regulations
 - j. The Comments and Response Report detailing the activities and results of the public participation process undertaken as per Chapter 6 of the EIA Regulations.
 - k. The preparation of the draft and final Environmental Management Programme (EMPr) compliant with Appendix 4 of the EIA Regulations.
 - l. Management of the appeal process.
3. It is the responsibility of the Consultant to advise the Employer of the relevant listed activity and follow the application process as outlined in section 2.2 above. If it is in the Consultant's professional opinion that specific authorization processes are not required, it is the duty of the Consultant to engage with the relevant competent authority and obtain confirmation in writing.

2.3 TRAFFIC IMPACT ASSESSMENT

The Consultant shall conduct a Traffic Impact Assessment, with all associated supporting documentation including, but not limited to, Traffic Management Plan's (TMP's) and Traffic Road Layout documents (TRL's), to the competent authority, namely eThekweni Transport Authority (ETA), as required by the National Land Transport Act 2009 (Act No. 5 of 2009), for approval in respect of this project and all EIA Regulations and Requirements.

3. DELIVERABLES OF THE CONTRACT

1. The *Employer* requires an experienced, EAPASA registered professional EAP to facilitate an Intergrated Environmental Assessment (where applicable). The activities that are listed below (and are reflected in the Activity Schedule) are generic to a Basic Assessment or Scoping and Environmental Impact Assessment Application.
2. The activities here are a summation, but not limited of what is considered the main activities, deliverables, etc. The *Consultant* shall carry out all the activities, as listed, and any implied activities which are required, in terms of the Environmental Regulations, to fulfil all the functions and requirements of legislation and best practice necessary for the *Employer* to apply for an Environmental Authorisation from the Competent Authority/ies. The *Consultant* should take note that the Competent Authority for all Transnet projects requiring Environmental Authorisation, is the National Department of Forestry, Fisheries and Environment.
3. The *Consultant* must also facilitate the process of applying for the relevant permits and licenses e.g. waste storage and disposal, etc.
4. The *Consultant* must further facilitate the Traffic Impact Assessment parallel with the BA/EIA process and obtain approval of the traffic management plan by eThekweni Transport Authority

3.1 ACTIVITY 1: PROJECT INITIATION

Services will include but not necessarily be limited to the following main activities:

1. Conduct a comprehensive screening exercise to identify any applicable listed activities in the EIA Regulations (as amended) and other relevant environmental legislation as well as review of the existing project information provided by the *Employer* to the *Consultant*.
2. Visit the site to take baseline photographs and verify environmental sensitivities, risks and valid considerations.



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/02/0015/23248/RFP

DESCRIPTION OF THE SERVICES: FOR THE INTEGRATED ENVIRONMENTAL ASSESSMENT FOR THE DEMOLITION OF STRUCTURES AT T-JETTY IN THE PORT OF DURBAN FOR A PERIOD OF THIRTEEN (13) MONTHS

3. Arrange and conduct a pre-application meeting with the Competent Authority/ies in order to confirm all required specialist studies, permits and licenses and any specific considerations.
4. Prepare and submit a pre-application consultation notice, an application for Environmental Authorisation (under NEMA and any other applicable legislation), together with all the prescribed documents to the Department and other relevant Competent or Commenting Authority where applicable e.g. DFFE: Integrated Environmental Authorisations, Infrastructure, Waste, eThekweni Municipality, etc.
5. Project initiation / kick-off meeting

The deliverables include, but not limited to -

- Preparation of Screening Report.
- Preparation of Site Baseline Report.
- Environmental authorisation application form, pre-application consultation notice, and/or other relevant documents.
- Meeting minutes and meeting register from pre-application meeting with the relevant Competent Authority/ies.
- Project plan and schedule.
- Copy of all correspondence with relevant Authorities.

3.2 ACTIVITY 2: ENVIRONMENTAL IMPACT ASSESSMENT & SPECIALIST STUDIES

Carry out the Basic Assessment and/or EIA (in terms of sections 19 - 23 of Regulation R 982 of December 2014 as amended).

The Services involved include, but are not necessarily limited to:

1. Project management;
2. Identify and draw up Terms of Reference for Specialist studies (where necessary)
3. Appoint Specialists to carry out studies (where necessary)
4. Undertake site visits.
5. Arrange and conduct integration meetings with specialists and Engineers.
6. Review specialist reports.
7. Compile draft Basic Assessment (BA) or Environmental Impact Report (EIR).
8. Compile draft Environmental Management Programme (EMPr)
9. *Employer*, peer and public review of draft BA/EIR and draft EMPr.
10. Analyse feedback from Stakeholders and compile final BA/EIR and final EMPr.
11. Finalise documentation and submit to authorities for consideration.
12. Receive EA and notify I&APs
13. Appeal Process, if required

The deliverables include, but not limited to –

- TOR for appointment of Specialist.
- Management of specialists & Quality Management of all outputs.
- Specialist Reports and GIS information (where required).
- Draft Basic Assessment/Environmental Impact Report and EMPr.
- Final Basic Assessment/Environmental Impact Report and EMPr.
- Traffic Impact Assessment.

- Traffic Management Plan and Traffic road Layout plans.
- All relevant requirements of sections 19 – 23, of Regulation R982 of December 2014 as amended.
- Environmental Authorisation (Decision on the application from the DFFE and relevant Competent Authority/ies).
- Notification of the I&APs of the receipt of an EA/s.
- Appeal Response Report (ARR) (if required).

3.3 ACTIVITY 3: PUBLIC PARTICIPATION AS PER CHAPTER 6 OF THE EIA REGULATIONS

Carry out the Public Participation process to comply with sections 39 - 44 inclusive of Regulation 982 of 2014.

Services will include but not necessarily be limited to the following main activities:

1. Plan, implement and manage all aspects of the public participation for all the parts of the Project. This includes keeping a detailed record of all public participation activities, comments received and responses to these in terms of the NEMA EIA Regulations.
2. Develop and maintain a comprehensive database of stakeholders as required by the NEMA EIA Regulations. The database shall differentiate clearly with respect to key stakeholders as required by the NEMA Regulations.
3. Announce and advertise the environmental assessment process and application for environmental authorisation appropriately, in terms of the requirements of the NEMA Public Participation Regulations.
4. Such announcements and advertisements shall include but not necessarily be limited to:
 - a. newspapers advert (as required), and Site notice boards
 - b. Background Information Document, and
 - c. Letters/notifications to stakeholders, telephone calls, e-mail correspondence and information placed on the internet.
5. Public participation shall be carried out during impact assessment and appeal phases as required by the NEMA Regulations.
6. Liaise and consult with the Competent Authority and other relevant Government Departments. This includes but is not necessarily limited to DFFE (National) and appropriate Departments within the eThekweni Municipality e.g. Department of Environmental Planning and Climate Protection Department, Environmental Health, traffic department, etc.
7. Where appropriate, organise and conduct meetings with the Competent Authority and Key Stakeholders, recording the discussions and inputs received at these meetings in writing.
8. Where appropriate organise and convene appropriate focus group meetings to inform the public of the contents of, the findings and recommendations contained in the Basic Assessment/Environmental Impact Report.
9. Record comments and inputs from stakeholders and draw up a Comments and Response report based on the feedback obtained from the *Employer* and Specialists.
10. Include the Comments and Response Report in the Basic Assessment/Impact Assessment Report.
11. Appropriate distribution of all reports and documentation in compliance with the Regulations and as required by the Competent Authority/ies.
12. On-going consultation with authorities and the broader Stakeholder base throughout the EIA process.
13. Notification of stakeholders of the decision of the competent authority/ies on the application.
14. Handle any Appeals in consultation with the *Employer*, as and when necessary.

The deliverables include, but not limited to –



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/02/0015/23248/RFP

DESCRIPTION OF THE SERVICES: FOR THE INTEGRATED ENVIRONMENTAL ASSESSMENT FOR THE DEMOLITION OF STRUCTURES AT T-JETTY IN THE PORT OF DURBAN FOR A PERIOD OF THIRTEEN (13) MONTHS

- All requirements of sections 41 inclusive, of Regulation R 982 issued in terms of Chapter 5 of the National Environmental Management Act, 1998 (NEMA).
- Register/Database of I&APs, Stakeholders and Lead Stakeholders.
- Notification 1 (pre-application consultation with I&APs) including Background Information Document and Comment Form.
- Comments and responses report
- Notification 2 (consultation on draft basic assessment/impact assessment report)
- Notification 3 (consultation on basic assessment/impact assessment report)
- Notification 4 (notification of final basic assessment/impact assessment report)
- Notification 5 (Notice of Decision by DFFE, other relevant Competent Authorities and appeal process)
- Public participation report – containing
 - Minutes of all relevant engagements and public meetings, and discussions.
 - Copies of all public documents such as advertisements, Site notices, Background Information Document, notification letters, etc
 - Proof of public consultation including proof of notification sent to I&APs, notification register, advertisements, placement of sign boards, etc. from stakeholder engagements (this includes engagements with local authorities - ETA, etc.)

3.4 ACTIVITY 4: PROJECT MANAGEMENT

Services will include, but not necessarily be limited to the following main activities:

1. Project planning and management of all project activities and deliverables.
2. Hold project planning and coordination meetings.
3. Submit monthly project progress reports, invoices and cashflows to the *Employer*.
4. Attend and take the minutes of *Employer's* formal monthly project progress meetings.
5. Draw up and revise the project programme on a monthly basis.
6. Manage specialist investigations.
7. Manage review processes.
8. Liaise with Authorities, relevant State and government departments and I&APs.

The deliverables include, but not limited to -

- Project Management of EIA and Public Participation Process
- General project communication.
- Monthly Progress reports – highlighting status, risk and actions for next month.
- Monthly update of schedule
- Minutes of all project related meetings with the *Employer*.
- Project Plan and Schedule.

3.5 APPLICABLE LICENSES AND PERMITS

In the event that the proposed development triggers further licenses and/or permits, the *Consultant* must follow the appropriate application process with the relevant competent authority and follow an integrated process with the BA/EIA.



TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2023/02/0015/23248/RFP
DESCRIPTION OF THE SERVICES: FOR THE INTEGRATED ENVIRONMENTAL ASSESSMENT FOR THE DEMOLITION OF STRUCTURES AT T-JETTY IN THE PORT OF DURBAN FOR A PERIOD OF THIRTEEN (13) MONTHS

EThekweni Municipality - Environmental Planning & Climate Protection Department (EP&CPD) and Environmental Health Departments must be consulted to clarify if there are any other requirements that will need to be met prior to project implementation.

3.6 PRICING

With regards to the cost of specialist studies in this tender submission, the *Consultant* shall provide a cost for the specialist studies listed in section 3.7 (as discussed below). The cost of additional specialist studies which may be required shall be indicated separately. With regards to manhours, the *Consultant* shall provide details on the hourly rate of each team member and the amount of hours each team member will spend on the project.

3.7 SPECIALIST STUDIES

1. The appointed *Consultant* will be required to undertake supporting specialist studies that are required for the application of Environmental Impact Assessment process and applicable licenses or permits. The DFFE Screening Tool must be used to assist with the identification of Specialist studies to be performed for the project.
2. The *Consultant* shall be required to conduct the following specialist studies as a minimum to inform the BA/EIA and associated approval processes:
 - a. Waste Management
 - b. Heritage Impact Assessment
 - c. Traffic Impact Assessment
 - d. Dust and Noise Assessment (Environmental Monitoring)
3. While the *Consultant* shall only price for the above-mentioned specialist studies in his/her activity schedule/proposal, further studies may be brought to the attention of the *Employer*. The *Employer* acknowledges the fact that other required specialist studies may be required as the EIA unfolds or some of the above may not be necessary and such requirements will be dealt with in accordance with relevant contractual mechanisms.
4. All GIS and spatial information generated as part of the Specialist studies will be provided to the *Employer* once the studies have been completed and finalised.

3.8 SITE ACCESS

Employer's site entry and security control, permits and site regulations:

1. The *Consultant* shall comply with the *Employer's* Site entry and security control, health and safety requirements, permits, site regulations and Port rules.
2. The *Consultant* shall take out temporary entry permits for all external staff working within the harbor that he/she may require. All costs incurred shall be borne by the *Consultant*. Management of access and permit application will be managed by the *Consultant*.

People restrictions on Site; hours of work, conduct and records:

1. The *Consultant* shall comply with the hours of work set out below.
2. The contractual working week shall be 5 days' work per week. The working hours shall be in accordance with the requirements of the Department of Labour.

Facilities and equipment to be provided by the *Employer*:

1. None.



TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2023/02/0015/23248/RFP
DESCRIPTION OF THE SERVICES: FOR THE INTEGRATED ENVIRONMENTAL ASSESSMENT FOR THE DEMOLITION OF STRUCTURES AT T-JETTY IN THE PORT OF DURBAN FOR A PERIOD OF THIRTEEN (13) MONTHS

3.9 COMPLETION, TESTING AND CORRECTION OF DEFECTS

The work to be done by the completion date:

1. The *Consultant* shall play a critical role at this stage of the project to ensure that the EA and other permits and licenses are received timeously to allow for construction to commence.
2. All deliverables produced as part of the stated and implied activities above are to be defect free and meet all the specifications of the Competent Authority/ies and the *Employer*.
 - a. The price allocated to each activity and deliverable must include the preparation of a draft version submitted to the *Employer* for review (as described in Section 4.4 *Document Control* below). The draft may receive comment and perhaps grammatical or factual corrections for the *Consultant* to consider.
 - b. Where deliverables are of a poor quality these will be rejected for the *Consultant* to revise and resubmit. This may happen multiple times – at no extra cost to the *Employer* – hence the onus is on the *Consultant* to produce work of a good and acceptable quality the first time.

3.10. EVALUATION CRITERIA

The *Consultant* is required to demonstrate their experience in facilitating the EIAs/BAs as per T.2.2.03. The experience that will be evaluated for scoring purposes is that of an EAP. The *Consultant* must supply a sufficiently detailed traceable reference list for each service rendered as outlined in T.2.2.03. The consultant is also required to submit the CVs of their relevant personnel proposed for this works. Proof of competency (Minimum of a Bachelor's degree in Environmental Management/Science) and proof of certification/registrations with South African Council for Natural Scientific Professions (SACNASP) for Environmental Specialists and Environmental Assessment Practitioner's Association of South Africa (EAPASA) specifically for Environmental Assessment Practitioners and Engineering Council of South Africa (ECSA) for Traffic Assessment Specialist. The minimum CVs that will be evaluated shall be limited to the following fields of Specialisation i.e. EAP, Senior EAP, Heritage, Waste Management, Dust & Noise Monitoring and Traffic Assessment. Certificates of professional registration and academic qualifications must be submitted with the response to the tender. In addition, the *Consultant* must provide an Approach paper outlining how they intend to execute the works as per T2.2.04

The *Consultant* must achieve a minimum score of 60 for each of the evaluation criteria to be considered for this tender.

4. MANAGEMENT AND STARTUP

4.1 MANAGEMENT STRUCTURES

1. The Contract Data shall indicate who the *Employer's Agent* is. The *Employer's Agent* is fully empowered to act on behalf of the *Employer* for the services and scope covered by the Scope of Services and as per the Contract.
2. The *Consultant* shall appoint suitably qualified *sub-consultants* and Specialists to carry out any investigative and assessment/analysis works and shall act as the Principal Agent for the *sub-consultant's* works.

5. 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 recommendation for closure, key success criteria and the necessary steps to commence the next phases of the project.

6. 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.

7. THE REQUIRED RESOURCES

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

- i. Environmental Assessment Practitioner/Project Manager;
- ii. Waste Management Specialist;
- iii. Structural Heritage Specialist;
- iv. Dust and Noise Monitoring Specialists; and
- v. Traffic Management Specialist

8. ANTICIPATED TIMELINES FOR THIS ASSIGNMENT

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

1. Mobilisation	1 week
2. Reviews and consultation	1 weeks
3. Execution	50 weeks

The BA/EIA will be completed within 13 months of award. The allowed timeframes includes the receipt of relevant authorisations, permits and licenses.

9. 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 that will be provided by the *Employer*.

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 Subconsultants 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

10. DOCUMENTATION CONTROL

- All correspondence is issued through document control. Electronic submissions are permissible only for URGENT communication, PDF and native where necessary.



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/02/0015/23248/RFP

DESCRIPTION OF THE SERVICES: FOR THE INTEGRATED ENVIRONMENTAL ASSESSMENT FOR THE DEMOLITION OF STRUCTURES AT T-JETTY IN THE PORT OF DURBAN FOR A PERIOD OF THIRTEEN (13) MONTHS

- 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 *Consultants* 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 *Consultants* 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
- *Consultants* 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

11. HEALTH, SAFETY AND RISK MANAGEMENT

1. The *Consultant* shall comply with the Health and Safety requirements contained in the HAS-GL-001 (Annexure F) Health and Safety and Procedural Compliance with the Occupational Health and Safety Act and Applicable Regulations to this Works Information.
2. The *Consultant* must comply with the requirements of the Department of labour notice Covid-19 Occupational Health and Safety Measures in Workplaces Covid-19 (C19 OHS), 2020 annexure G.
3. The *Consultant* must comply with the requirements of the Covid 19 Post Lockdown Construction Site Health and Safety Guidelines IMS-HS-GL-009-01 version 2 annexure H.
4. The *Consultant* shall comply with all applicable legislation, regulations issued in terms thereof and Transnet's safety rules which shall be entirely at the *Consultant's* cost and which shall be deemed to have been allowed for in the rates and prices.
5. The *Consultant* will be required to submit particulars of his Health and Safety personnel within 1 (one) week of award of tender. Particular requirements of the *Employer*, if any, will be made known on award of the contract.
6. The *Consultant* shall, in particular, comply with the following Acts:
 - a. The Compensation for Occupational Injuries and Diseases Act, No.130 of 1993. The *Consultant* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act and submit with his tender.
 - b. Act 85 of 1993, Occupational Health and Safety Act.
 - c. The Provisional Ordinances and Local Authority, by-laws and all relevant regulations framed there under.
7. Where applicable, the *Consultant* and his employees shall have valid safety inductions when accessing or working on site. Copies of which shall be submitted to the *Employer's* Agent. This will be at a time and location Transnet will arrange. The *Consultant* must allow for this in his pricing.



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/02/0015/23248/RFP

DESCRIPTION OF THE SERVICES: FOR THE INTEGRATED ENVIRONMENTAL ASSESSMENT FOR THE DEMOLITION OF STRUCTURES AT T-JETTY IN THE PORT OF DURBAN FOR A PERIOD OF THIRTEEN (13) MONTHS

8. All personnel working on site must have attended the Health and Safety induction course and be in possession of a permit to access the various sites.
9. Depending on the frequency of site visits the *consultant* may be required to submit the Health and Safety Plan to the *Employer* for review and acceptance.
10. All personnel working on site or either visiting site must have a valid certificate of fitness conducted by registered Occupational Health Nurse or Practitioners

Reference documents:

- Transnet Integrated Management System (TIMS) policy commitment statement (Annexure E)

12 . PROCUREMENT

12.1 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.



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/02/0015/23248/RFP

DESCRIPTION OF THE SERVICES: FOR THE INTEGRATED ENVIRONMENTAL ASSESSMENT FOR THE DEMOLITION OF STRUCTURES AT T-JETTY IN THE PORT OF DURBAN FOR A PERIOD OF THIRTEEN (13) MONTHS

- 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

12.2 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

13. THE *CONSULTANT'S* INVOICES

13.1 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.

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

13.3 Invoices must be submitted by the last working day of the month

13.4 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

TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2023/02/0015/23248/RFP
DESCRIPTION OF THE SERVICES: FOR THE INTEGRATED ENVIRONMENTAL ASSESSMENT FOR THE DEMOLITION OF STRUCTURES AT T-JETTY IN THE PORT OF DURBAN FOR A PERIOD OF THIRTEEN (13) MONTHS

- The Contract number:

13.5 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

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

13.7 Invoices submitted by post are addressed to:

Transnet National Ports Authority
P O Box 1027
Durban
4000.

For the attention of *the Employers Agent*: Anand Naidoo

13.8 Invoices submitted by hand are presented to:

Transnet National Ports Authority
Queens Warehouse Building
237 Mahatma Ghandi Road
Port of Durban
4001

For the attention of *the Employer Agent*: Anand Naidoo

13.9 The invoice is presented as an original.

13.10 The *Consultant* ensures that the *Employer* has his correct banking information to make the electronic payment transfer.

13.11 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.

13.12 The *Employer* deducts any amount owed by the *Consultant* to the *Employer* from any amount payable by the *Employer* to the *Consultant*.



TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/02/0015/23248/RFP
 DESCRIPTION OF THE SERVICES: FOR THE INTEGRATED ENVIRONMENTAL ASSESSMENT FOR THE DEMOLITION OF
 STRUCTURES AT T-JETTY IN THE PORT OF DURBAN FOR A PERIOD OF THIRTEEN (13) MONTHS

LIST OF ANNEXURES

Annexure	Title
A.	Demolition Strategy
B	Executive summary of the Heritage Scoping report
C.	Heritage Scoping Report
D	Traffic Management Plan/Framework
E	Transnet Integrated Management System (TIMS) Policy commitment statement
F	Health and Safety and Procedural Compliance with the Occupational Health and Safety Act and Applicable Regulations
G	Covid-19 Occupational Health and Safety Measures in Workplaces
H	Post Lockdown Construction Site Health and Safety Guidelines IMS-HS-GL-009-01 version 2

NB! Note: All Annexures listed above shall be regarded as being part of the Works Information / Scope of Service

TECHNICAL EVALUATION CRITERIA

TECHNICAL EVALUATION - FOR THE INTEGRATED ENVIRONMENTAL ASSESSMENT FOR THE DEMOLITION OF STRUCTURES AT T-JETTY IN THE PORT OF DURBAN FOR A PERIOD OF THIRTEEN (13) MONTHS.

TECHNICAL EVALUATION - FOR THE INTEGRATED ENVIRONMENTAL ASSESSMENT FOR THE DEMOLITION OF STRUCTURES AT T-JETTY IN THE PORT OF DURBAN FOR A PERIOD OF THIRTEEN (13) MONTHS.										
Technical Evaluation Sheet										
Bidder Name: _____			Evaluator Name: _____			Date: _____				
Nr	Category	Total Weight	Weight	Requirements	Type of Proof / Detail to be submitted	Model Answer	Score		Weighted Average Score	Weighted Total Score
	EvaluationCriteria									
1	Previous Experience	30	30	Tenderers are required to demonstrate previous experience in supplying Environmental Assessment Practitioner (EAP) services on Environmental Impact Assessments (EIAs) or Basic Assessment for major infrastructure projects. The tenderer shall supply a list/table and description of major infrastructure projects, capital value and undertakings that the Key Person identified in T2.2-03 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).	The tenderer shall supply a list/table and description of major infrastructure projects, capital value and undertakings that the Key Person identified in T2.2-03 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.	0= The tenderer has submitted no information. 20= The tenderer has submitted inadequate information. The list of previous projects includes not descriptions, and the reference list is incomplete. The EAP has experience in conducting 55 EIAs/BAs for major infrastructure projects. 40= From the list of projects and references provided it can be ascertained that the EAP has limited experience with EIAs/BAs. The EAP has experience in conducting ≥6 but ≤11 EIAs/BAs for major infrastructure projects. 60= From the list of projects and references provided it can be ascertained that the EAP has satisfactory experience with EIAs/BAs. The EAP has experience in conducting ≥12 but ≤17 EIAs/BAs for major infrastructure projects. 80= 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 but ≤23 EIAs/BAs for major infrastructure projects. 100= From the list of projects and references provided it can be ascertained that the EAP has outstanding experience with EIAs/BAs. The EAP has previously worked in similar projects described in this tender. The EAP has experience in conducting ≥24 EIAs/BAs for major infrastructure projects.	Score			
2	Management and CV's of Key People	40				Model Answer				#REF!
	* Environmental Assessment Practitioner (EAP)		10			Score 0 The tenderer has submitted no information OR the tenderer does not possess the minimum Qualification nor years of experience or both Score 20 Qualifications: They are in possession of a relevant Bachelors Degree; not registered with EAPASA; and Years of experience: They have ≥2 years on-the-job EAP experience in conducting EIAs Score 40 Qualifications: They are in possession of a relevant Bachelors Degree; Registration with EAPASA is pending; and Years of experience: They have > 2years but ≤6 years of on-the-job EAP experience in conducting EIAs. Score 60 Qualifications: They are in possession of a relevant Bachelors Degree, registered with EAPASA; and Years of experience: They have >6yrs but ≤10 years of on-the-job EAP experience in conducting EIAs. Score 80 Qualifications: They are in possession of a relevant Bachelors Degree with Honours registered with EAPASA; and Years of experience: They have >10 yrs but ≤12 years on-the-job EAP experience in conducting EIAs. Score 100 Qualifications: They are in possession of a relevant Masters Degree, registered with EAPASA; and Years of experience: They have >12 years of on-the-job EAP & Project Management experience in conducting SEAs or EMFs				
	*Senior Environmental Assessment Practitioner or Project Manager		5			Score 0 The tenderer has submitted no information OR the tenderer does not possess the minimum Qualification nor years of experience or both Score 20 Qualifications: They are in possession of a relevant Bachelors Degree; not registered with EAPASA; and Years of experience: They have ≥4 years relevant on-the-job management experience. Score 40 Qualifications: They are in possession of a relevant Bachelors Degree; Registration with EAPASA is pending; and Years of experience: They have >6years but ≤8 years of relevant on the job Management experience Score 60 Qualifications: They are in possession of a relevant Bachelors Degree; registered with EAPASA; and Years of experience: They have >8yrs but ≤10 years of relevant on-the-job Management experience. Score 80 Qualifications: They are in possession of a relevant Bachelors Degree with Honours; registered with EAPASA and Years of experience: They have >10 but ≤15 years of relevant on-the-job Management experience. Score 100 Qualifications: They are in possession of a relevant Masters Degree; registered with EAPASA; and Years of experience: They have >15 years relevant on-the-job management experience				
	*Waste Management Specialists		5			Score 0 The tenderer has submitted no information OR the tenderer does not possess the minimum Qualification nor years of experience or both Score 20 Qualifications: They are in possession of a relevant Bachelors Degree; not registered with SACNASP; and Years of experience: They have <2 years relevant on-the-job Waste Management experience. Score 40 Qualifications: They are in possession of a relevant Bachelors Degree; Registration with SACNASP is pending; and Years of experience: They have >2years but ≤6 years of relevant on the job Waste Management experience Score 60 Qualifications: They are in possession of a relevant Bachelors Degree; registered with SACNASP; and Years of experience: They have >6yrs but ≤10 years of relevant on-the-job Waste Management experience. Score 80 Qualifications: They are in possession of a relevant Bachelors Degree with Honours; registered with SACNASP; and Years of experience: They have >10 but ≤12 years of relevant on-the-job Waste Management experience. Score 100 Qualifications: They are in possession of a relevant Masters Degree; registered with SACNASP; and Years of experience: They have >15 years relevant on-the-job waste management experience				
	*Structural Heritage Specialist		5	CV's of Key People	The CV's of Key People must include their: -Qualifications -Years of Experience delivering Management, EAP, or specialist services (relevant to the role the CV is provided for). -Proof of Registration with EAPASA for the EAP/Senior EAP -Proof of registration with SACNASP for Environmental Specialists (where required) -Proof of registration with ECSA for Traffic Assessment Specialist -Project experience of the Key People (Traffic Assessment Specialist)	Score 0 The tenderer has submitted no information OR the tenderer does not possess the minimum Qualification nor years of experience or both Score 20 Qualifications: They are in possession of a Bachelors Degree; and Years of experience: They have ≥2 years relevant on-the-job Heritage/Archaeology Specialist experience. Score 40 Qualifications: They are in possession of a Bachelors Degree; and Years of experience: They have > 2years but ≤6 years of relevant on the job Heritage/Archaeology Specialist experience Score 60 Qualifications: They are in possession of a Bachelors Degree; and Years of experience: They have >6yrs but ≤10 years of relevant on-the-job Heritage/Archaeology experience. Score 80 Qualifications: They are in possession of a Bachelors Degree with Honours; and Years of experience: They have >10 yrs but ≤12 years of relevant on-the-job Heritage/Archaeology experience Score 100 Qualifications: They are in possession of a Masters Degree; and Years of experience: They have >12 years relevant on-the-job Waste management experience				
	*Traffic Assessment Specialist		10			Score 0 The tenderer has submitted no information OR the tenderer does not possess the minimum Qualification nor years of experience or both Score 20 Qualifications: They have no professional registration with ECSA as a Pr. Eng. or Pr. Tech. -- Traffic Engineering Years of experience: They have >5 years but ≤10 years relevant on-the-job Traffic Engineering. Project experience: Atleast 2 projects with: <15 intersections AND < 3000 peak hour vehicle trips Score 40 Qualifications: Professional registration with ECSA as a Pr. Eng. or Pr. Tech. -- Traffic Engineering is pending. Years of experience: They have >5 years but ≤10 years relevant on-the-job Traffic Engineering. Project experience: Atleast 4 projects with: <15 intersections AND < 3000 peak hour vehicle trips Score 60 Qualifications: They have professional registration with ECSA as a Pr. Eng. or Pr. Tech. -- Traffic Engineering. Years of experience: They have >10 years but ≤20 years relevant on-the-job Traffic Engineering. Project experience: Atleast 2 projects with: ≥15 intersections OR ≥ 3000 peak hour vehicle trips Score 80 Qualifications: They have professional registration with ECSA as a Pr. Eng. or Pr. Tech. -- Traffic Engineering. Years of experience: They have >10 but ≤12 years of relevant on-the-job Environmental monitoring experience.				
	Environmental Monitoring Specialists (Dust and Noise)		5			Score 0 The tenderer has submitted no information OR the tenderer does not possess the minimum Qualification nor years of experience or both Score 20 Qualifications: They are in possession of a relevant Bachelors Degree; registered with SACNASP; and Years of experience: They have <2 years relevant on-the-job Environmental monitoring experience Score 40 Qualifications: They are in possession of a relevant Bachelors Degree; registration with SACNASP is pending; and Years of experience: They have >2years but ≤6 years of relevant on the job Environmental monitoring experience Score 60 Qualifications: They are in possession of a relevant Bachelors Degree; registered with SACNASP; and Years of experience: They have >6yrs but ≤10 years of relevant on-the-Environmental monitoring experience. Score 80 Qualifications: They are in possession of a relevant Bachelors Degree with Honours; registered with SACNASP; and Years of experience: They have >10 but ≤12 years of relevant on-the-job Environmental monitoring experience. Score 100 Qualifications: They are in possession of a relevant Masters Degree; registered with SACNASP; and Years of experience: They have >12 years relevant on-the-job Environmental monitoring experience				
3	Method Statement/ Approach Paper	30				Model Answer				
	Approach Paper		30	The approach paper provides the Consultant with an opportunity to describe how the Consultant intends to and will deliver the necessary services.	1.TEAM SET UP 1.1. How will the team of Key People be set up to perform the various components of the Scope? 1.2. The Consultant should discuss team composition carefully setting out the various and required roles indicating who will be fulfilling each role. 1.3. How will the roles of Project Manager, EAP and Specialists function? 1.4.Has the Tenderer worked with the Specialists before? What are their credentials? 2.IMPACT ASSESSMENT 2.1.How will this task be undertaken? 2.2.How will Stakeholder Engagement be co-ordinated? 2.3. What are the gaps in the current available information? Are any further Specialist studies anticipated? 3.RISK ASSESSMENT 3.1. What are the foreseeable risks to completing the Screening & Baseline Assessment in time? How can these risks be mitigated? 4.SCHEDULING 4.1. Consultant must propose a timeline or draft schedule for the required services. Make specific reference to what the Consultant considers to be key milestones. 4.2. How, and in what order, will the necessary tasks be undertaken? 4.3. What are the possible risks that can affect the schedule? How has this been incorporated into the	Score 0The tenderer has submitted no information to determine a score Score 20Only one (1) of the five (5) key elements were addressed. Score 40Only 2 (two) of the five (5) key elements were addressed Score 603 (three) of the five (5) key elements were addressed Score 804 (four) of the five (5) key elements were addressed Score 100All 5 (five) key elements were addressed.				
Threshold 66.67		100.00	100.00	Threshold 60						#REF!

Name & Surname: _____ Name & Surname: _____
Designation: _____ Designation: _____
Signature: _____ Date: _____ Signature: _____ Date: _____