

**TRANSNET NATIONAL PORTS AUTHORITY (TNPA)**

**Tender Number:** TNPA/2024/03/0013/60875/RFQ

**Description of the Services:** For the appointment of professional service provider to conduct Heritage Impact Assessment Study for the Culemborg Project in the Port of Cape for a Period of Six (6) Months.

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**Transnet National Ports Authority**

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR QUOTATION (RFQ)**

**FOR THE: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO CONDUCT HERITAGE IMPACT ASSESSMENT STUDY FOR THE CULEMBORG PROJECT IN THE PORT OF CAPE FOR A PERIOD OF SIX (6) MONTHS.**

<b>RFQ NUMBER</b>	<b>: TNPA/2024/03/0013/60875/RFQ</b>
<b>ISSUE DATE</b>	<b>: 17 April 2024</b>
<b>COMPULSORY BRIEFING</b>	<b>: 26 April 2024</b>
<b>CLOSING DATE</b>	<b>: 08 May 2024</b>
<b>CLOSING TIME</b>	<b>: 16h00</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

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# 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].

<b>DESCRIPTION</b>	<b>For the appointment of a professional service provider to conduct Heritage Impact Assessment Study for the Culemborg Project in the Port of Cape for a Period of Six (6) Months.</b>
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b></b>

<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted at <b>TNPA – HR/Procurement boardroom at 34 South arm Road, Cape Town, 8001, on the 26 April 2024, at 10:00am [10 O’clock]</b> for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.</li> </ul>
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	<p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01 Certificate of attendance at Compulsory Tender Clarification Meeting</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-02 to the Compulsory Tender Clarification Meeting to be signed by the Employer’s Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
<p><b>CLOSING DATE</b></p>	<p><b>16:00 on 08 May 2024</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></p>

**2. TENDER SUBMISSION**

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

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

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

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



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

### **3. CONFIDENTIALITY**

All information related to this RFQ is to be treated with strict confidentiality. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

### **4. DISCLAIMERS**

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

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



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- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
  - 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
  - 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
  - 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFQ 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 T2.2-16], [**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

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<https://secure.csd.gov.za/>. Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

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

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





## T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1	The <i>Employer</i> is <b>Transnet SOC Ltd (Reg No. 1990/000900/30)</b>
C.1.2	The tender documents issued by the <i>Employer</i> comprise:  <b>Part T: The Tender</b>  Part T1: Tendering procedures Part T2: Returnable documents  <b>Part C: The contract</b>  Part C1: Agreements and contract data Part C2: Pricing data Part C3: Scope of work
	T1.1 Tender notice and invitation to tender T1.2 Tender data  T2.1 List of returnable documents T2.2 Returnable schedules  C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities  C2.1 Pricing Instructions C2.2 Pricing Schedule  C3.1 Scope

	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Taetsi Matlhong
	Address:	TNPA – HR/Procurement boardroom at 34 South arm Road, Cape Town, 8001.
	E – mail	<a href="mailto:Taetsi.matlhong@transnet.net">Taetsi.matlhong@transnet.net</a>

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

### 1. Stage One - Test for Responsiveness

#### Step One: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
• Whether the Bid has been lodged on time	
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Part T2</i>
• Verify the validity of all returnable documents	<i>Part T2</i>
• Verify if the Bid document has been duly signed by the authorised respondent	<i>All sections</i>

#### Step Two: Test For Substantive Responsiveness To RFQ

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

Check for substantive responsiveness	RFQ Reference
• Whether any general and legislation qualification criteria set by Transnet, have been met.	<i>All sections</i>
• Whether the Bid contains a priced offer	<i>C2.2 Pricing Schedule</i>
• Whether the Bid materially complies with the scope and/or specification given	<i>Part C3</i>
• Whether any Technical Pre-qualification Criteria/minimum requirements/legal requirements have been met as follows: <b>T2.2-01 Certificate of Attendance at Tender Clarification Meeting</b>	<i>T2.2-01</i>

***The test for substantive responsiveness [Step Two] must be passed for a Respondent's proposal to progress to Step Three for further evaluation.***



**2. Stage Two - 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 Eligibility criteria will be regarded as an unacceptable tender.***

**3. Stage Three - 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 **60.00 points**.

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

***Any tenderer that fails to meet the stipulated 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 RFQ 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 as follows:

C.2.15.1

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- **The Tender Number:**  
TNPA/2024/03/0013/60875/RFQ
- **The Tender Description**  
FOR THE APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO CONDUCT HERITAGE



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IMPACT ASSESSMENT STUDY FOR THE CULEMBORG PROJECT.

Documents must be marked for the attention of:

**Employer's Agent:**

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

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

Time: **16:00pm** on the **08 May 2024**

Location: The Transnet e-Tender Submission Portal:

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

**NO LATE TENDERS WILL BE ACCEPTED**

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

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

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

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

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

3. Proof of registration on the Central Supplier Database;

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

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C3.11 The minimum number of evaluation points for functionality is: **60.00**

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

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

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**Functionality Criteria**

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
<p><b>T2.2-02: Evaluation Schedule: Previous Experience</b></p> <p><i>Tenderers are required to demonstrate previous experience in conducting Heritage Impact Assessments and permit applications on projects of similar nature.</i></p>	<p>The tenderer shall supply a list/table and description of similar projects conducted as well as the reference letters</p>	15 Points	<p><b>30 Points</b></p>
	<p>The tenderer shall supply copies of obtained Heritage permits</p>	15 Points	
<p><b>T2.2-03: Evaluation Schedule: Management and CVs of key the persons:</b></p> <p><i>- The Tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required service.</i></p>	<p><b>Heritage Assessment Practitioner (HAP)</b></p> <ul style="list-style-type: none"> <li>• Qualifications</li> <li>• Years of experience (CV)</li> <li>• Valid proof of certified copy of professional certification/registrations</li> </ul>	15 Points	<p><b>30 Points</b></p>
	<p><b>Project Manager (PM)</b></p> <ul style="list-style-type: none"> <li>• Qualifications</li> <li>• Years of experience (CV)</li> <li>• Valid proof of certified copy of professional certification/registrations</li> </ul>	15 Points	



<p><b>T2.2-04: Evaluation Schedule: Method Statement / Approach Paper</b></p> <p><i>The Method Statement/Approach Paper must include a concise introduction and describe the necessary project set up for delivery of the services.</i></p>	<p>The scoring of the method Statement/approach paper must address the following 5 elements in detail:</p> <ul style="list-style-type: none"> <li>• Team set up;</li> <li>• Impact Assessment;</li> <li>• Risk Assessment;</li> <li>• Scheduling; and</li> <li>• Project and Quality management.</li> </ul>	<p>40 Points</p>	<p><b>40 Points</b></p>
<p><b>Minimum possible score for Functionality</b></p>			<p><b>60.00</b></p>
<p><b>Maximum possible score for Functionality</b></p>			<p><b>100.00</b></p>

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

- T2.2-02 Previous Experience
- T2.2-03 Management & CVs of Key Persons
- T2.2-04 Method Statement / Approach Paper

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

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

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



C.3.11. **4. Stage Four – Specific Goals**

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

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

Thresholds	Minimum Threshold
Technical / functionality	60.00

Evaluation Criteria	Final Weighted Scores
Price offered	80
Specific goals - Scorecard	20
<b>TOTAL SCORE:</b>	<b>100</b>

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

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor (1 or 2)	5
+50% Black Youth Owned Entities	5
30% Black women Owned entities	5
Entities Owned by People with Disability (PWD)	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0



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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept)
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners and Doctor’s note confirming the disability and/or Employment Equity Act 1(EEA1) form.

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
B-BBEE Level of contributor (1 or 2) – (5)	
+50% Black Youth Owned Entities – (5)	
30% Black women Owned entities – (5)	
Entities Owned by People with Disability (PWD) – (5)	
Non-Compliant and/or B-BBEE Level 3-8 contributors - (0)	
Total points for Price and Specific Goals must not exceed	100

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





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C.3.13 **5. Stage Five – Commercial, Financial Analysis and Probity Checks Evaluations:**

These evaluations will be conducted on Tenderers that have qualified on all stages of evaluations

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.

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Tender offers will not be accepted if:

- a) Tenderer(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
  - There is clear, uncontrived and/or overwhelming evidence and/or facts that the tenderer has or continues to be in breach of any of the provisions contained in the Integrity Pact (T2.2-18);
  - The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
  - Unless the appointment of the tenderer would result in a negative impact on Transnet's Return on Investment.



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- b) It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the tenderer has been awarded business previously and the award of the tender will result in inequitable allocation of business.
- The tenderer or its members, directors, partners:
  - Is under restrictions as contemplated in the Integrity Pact (T2.2-18)
  - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;
  - in relation to the proposed contract, a due diligence exercise to validate the tenderer's proposal that demonstrate that it 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;
  - Has no legal capacity to enter into the contract;
  - is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;
  - does not comply with the legal requirements, if any, stated in the tender data; and
  - is not able to perform the contract free of conflicts of interests) has the legal capacity to enter into the contract,

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

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Part T2:  
Returnable  
Documents

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## T2.1 List of Returnable Documents

### 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 Compulsory Tender Clarification Meeting

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

- T2.2-02 **Evaluation Schedule:** Previous experience  
T2.2-03 **Evaluation Schedule:** Management and CVs of key the persons  
T2.2-04 **Evaluation Schedule:** Method Statement / 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 Letter of Good Standing  
T2.2-08 Risk Elements  
T2.2-09 Availability of equipment and other resources  
T2.2-10 ANNEX G Compulsory Enterprise Questionnaire

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

#### Agreement and Commitment by Tenderer:

- T2.2-11 Non-Disclosure Agreement  
T2.2-12 RFQ Declaration Form  
T2.2-13 RFQ – Breach of Law  
T2.2-14 Certificate of Acquaintance with Tender Document  
T2.2-15 Service Provider Integrity Pact  
T2.2-16 Supplier Code of Conduct

### 1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-17 Three (3) years audited financial statements.



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

**2.3 C1.2 Contract Data**

**2.4 C2.1 Pricing Instructions (Activity Schedule)**

**2.5 C2.2 Activity Schedule**



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

This is to certify that.

(Company Name or member of a Joint Venture)

Represented  
By:

(Name and Surname)

Was represented at the compulsory tender clarification meeting

Held at:	<b>Transnet National Ports Authority, Procurement Boardroom, 34 South Arm Road, Port of Cape, 8001</b>	
On (date)	26 April 2024	<b>Starting time: 10h00 am</b>

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

Name

Signature

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

Date



**T2.2-02: Evaluation Schedule: Previous Experience - (Points = 30)**

**Note to tenderers:**

Tenderers are required to demonstrate previous experience in conducting Heritage Impact Assessments and permit applications on projects of similar nature. The tenderer shall supply a list/table and description of similar projects conducted as well as the reference letters and copies of obtained Heritage permits. The must Consultant must demonstrate experience in conducting 6 or more projects of similar nature and must submit a minimum of 6 reference letters for projects and copies of the obtained permits.

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

1. Description of the project and a copy of a Heritage Impact Assessment conducted
2. Copy Heritage permit obtained

No	Reference letter on the Heritage Impact Assessment completed.	Copy Attached (Yes/No)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		



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	<b>Description of Heritage Permit (HP) Obtained</b>	<b>Copy Attached (Yes/No)</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		





The scoring of the Previous Experience will be as follows:

	<b>Reference letters (15)</b>	<b>Heritage Permits (15)</b>
<b>Score 0</b>	The tenderer has submitted no information, or a tenderer has submitted a list of projects with no reference letter from clients (or Clients' Representative/s) of previously completed similar projects. The submitted reference letters do not have client's letter head, contactable number(s), and person(s) and client stamp.	The tenderer has submitted no information, or a tenderer has submitted a list of projects with no Copies HP Has Submitted HP for projects not of similar nature.
<b>Score 20</b>	The Consultant has submitted $\leq 2$ reference letters for projects of similar nature.	The Consultant has experience in conducting $\leq 2$ HP for projects of similar nature.
<b>Score 40</b>	The Consultant has submitted $> 3$ but $\leq 6$ reference letters for projects of similar nature.	The Consultant has experience in conducting $> 3$ but $\leq 6$ HP for projects of similar nature.
<b>Score 60</b>	The Consultant has submitted $> 6$ but $\leq 10$ reference letters for projects of similar nature.	The Consultant has experience in conducting $> 6$ but $\leq 10$ HP for projects of similar nature.
<b>Score 80</b>	The Consultant has experience in conducting $> 10$ but $\leq 12$ reference letters for projects of similar nature.	The Consultant has experience in conducting $> 10$ but $\leq$ HP for projects of similar nature.
<b>Score 100</b>	The Consultant has experience in conducting $> 12$ reference letters for projects of similar nature.	The Consultant has experience in conducting $> 12$ HP for projects of similar nature.

**Description of the Services:** For the appointment of professional service provider to conduct Heritage Impact Assessment Study for the Culemborg Project in the Port of Cape for a Period of Six (6) Months.

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## **T2.2-03: Evaluation Schedule: Management & CVs of Key persons**

### **– (Points = 30)**

#### **Note to tenderers:**

The Tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required service.

1. For the **Heritage Assessment Practitioner (HAP)**, The bidder **must** submit and **attach** a proof of the following as a minimum with tender documents:
  - **Qualifications** (attach certified copies of academic qualification(s) relevant to the Scope). The bidder must be possession of a Bachelor of Science degree / BA in the related field as per note 2 and a valid proof of professional certification/registrations.
  - **Years of experience in facilitating Heritage Impact Assessments or services must be clear.** Then bidder must have a **minimum of 6 years' experience** in conducting HIAs. **The CV must be structured such that it provides a clear account of all projects in which HAP service was rendered inclusive of the period.**
  - A valid proof of certified copy of professional certification/registrations with Association of Professional Heritage Practitioners (APHP) or Association of Southern African Professional Archaeologists (ASAPA) for **HAP and PM is required.**
  
2. For the **Project Manager (PM)**, The bidder must submit and attach a proof of the following as a minimum with tender documents:
  - **Qualifications** (attach copies of academic qualification(s) relevant to the Scope). The bidder must be possession of a Bachelor of Science degree / BA in the related field as per note 2 and a valid proof of professional certification/registrations.
  - **Years of experience in facilitating Heritage Impact Assessments or services must be clear.** Then bidder must have a minimum of 6 years' experience in conducting HIAs. **The CV must be structured such that it provides a clear account of all projects in which HAP service was rendered inclusive of the period.**
  - A valid proof of certified copy of professional certification/registrations with Association of Professional Heritage Practitioners (APHP) or Association of Southern African Professional Archaeologists (ASAPA) for **HAP and PM is required.**

**TRANSNET NATIONAL PORTS AUTHORITY (TNPA)**

**Tender Number:** TNPA/2024/03/0013/60875/RFQ

**Description of the Services:** For the appointment of professional service provider to conduct Heritage Impact Assessment Study for the Culemborg Project in the Port of Cape for a Period of Six (6) Months.

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**Note 1:** The bidder will score zero on evaluations for not attaching a proof of qualification (academic qualification(s) and a valid proof of certification/registrations with Association of Professional Heritage Practitioners (APHP) or Association of Southern African Professional Archaeologists (ASAPA). Valid proof of registration means that the certificate must have an expiry date. Certificates with date of registration only, will not be considered and a score of zero will be allocated.

The qualifications referred to in this schedule are South African qualifications 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).

<p><b>Attached submissions to this schedule:</b></p> <p>.....</p> <p>.....</p> <p>...</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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	<b>Hargate Assessment Practitioner (HAP)</b>		<b>Project Manager/ Senior HAP</b>	
<b>Score 0</b>	No information submitted for evaluation or bidder submitted irrelevant information or bidder did not submit qualification and Formal specialist training in conservation or heritage resource management			
	<b>Qualifications (7.5)</b>	<b>Experience (7.5)</b>	<b>Qualifications (7.5)</b>	<b>Experience (7.5)</b>
<b>Score 20</b>	They are in possession of a Diploma in the related field as per note 2 and valid proof of professional certification/registrations.	The bidder has ≤2 years on-the-job HAP experience in conducting Environmental Impact Assessments (EIA).	They are in possession of a Diploma in Natural Sciences or Environmental field as per note 1 and valid proof of professional certification/registrations.	The bidder has ≤2 years on-the-job HAP experience in conducting Environmental Impact Assessments (EIA).
<b>Score 40</b>	The bidder is in possession of a B degree other than natural Science/ environmental field as per note 2 and valid proof of professional certification/registrations	The bidder has > 2 (two) years but ≤ 6 (six) years' experience on the HAP-job in conducting HIAs.	The bidder is in possession of a B degree other than natural Science/ environmental field as per note 2 and valid proof of professional certification/registrations.	The bidder has > 2 (two) years but ≤ 6 (six) years' experience on the HAP-job in conducting HIAs.
<b>Score 60</b>	The bidder is in possession of a Bachelor of Science degree / BA in the related field as per note 2 and valid proof of professional certification/registrations	The bidder has > 6 (six) years but ≤10 (ten) years' experience on the HAP-job in conducting HIAs.	The bidder is in possession of a B Degree in Science degree / BA in Natural Sciences or Environmental related field as per note 2 and valid proof of professional certification/registrations.	The bidder has > 6 (six) years but ≤10 (ten) years' experience on the HAP-job in conducting HIAs.
<b>Score 80</b>	The bidder is in possession of a Bachelor of Science Honours degree in the related field as per note 2 and valid proof of professional certification/registrations.	The bidder has >10 (ten) years but ≤12 (twelve) years' experience on the HAP-job in conducting HIAs.	The bidder is in possession of a Bachelor of Science Honours degree in Natural Sciences or Environmental field as per note 2 and valid proof of professional certification/registrations.	The bidder has >10 (ten) years but ≤12 (twelve) years' experience on the HAP-job in conducting HIAs.
<b>Score 100</b>	The bidder is in possession of a Master of Science degree or higher, in the related field as per note 2 and valid proof of professional certification/registrations.	The bidder has more than 12 years' experience on the HAP-job, has undertaken HIAs.	The bidder is in possession of a master's degree in Natural Sciences or related field as per note 2 and valid proof of professional certification/registrations.	The bidder has >12 years on the EAP-management-job experience.

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## T2.2-04: Evaluation Schedule: Method Statement / Approach

### Paper – (Points = 40)

#### 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 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

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

#### 1. TEAM SET UP

- 1.1 How will the team of Key People be set up to perform the various components of the Scope?
- 1.2 The Consultant should discuss team composition – carefully setting out the various and required roles indicating who will be fulfilling each role.
- 1.3 How will the roles of Project Manager, Heritage Specialist, and other 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 The project is registered under Strategic Infrastructure Projects (SIP) programme, category 20. The consultant is to provide realistic project timelines as part of the methodology. How will the processes timelines be shortened to aid obtain approvals, exemptions, and other applicable permits on planned schedule?
- 4.2 Consultant must propose a timeline or draft schedule for the required services. Make specific reference to what the Consultant considers to be key milestones.
- 4.3 How, and in what order, will the necessary tasks be undertaken?

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4.4 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 elements stated above.

The scoring of the approach paper must address the following 5 elements in detail:

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

	<b>Method Statement/ Approach Paper (40)</b>
<b>Score 0</b>	The tenderer has submitted no information to determine a score.
<b>Score 20</b>	The Proposed team set up, Impact assessment, risk assessment, scheduling, project and quality management does not correlate with the required scope of works and there is a lack clarity.
<b>Score 40</b>	All five (5) key elements were mentioned in the approach paper, however either one (1) to four (4) elements have minor inconsistencies with project objectives and deliverables.
<b>Score 60</b>	All 5 (five) key elements were addressed, and the team set up, project schedule, quality management, methodology and risk assessment are consistent with the project objectives and deliverables.
<b>Score 80</b>	All 5 (five) key elements were addressed, and the team set up, project schedule, quality management, methodology and risk assessment are consistent with the project objectives and deliverables. The tenderer has described in the approach paper how time <b>Or</b> costs can be saved by maximizing resource utilization or by using any other alternative.
<b>Score 100</b>	All 5 (five) key elements were addressed, the team set up, project schedule, quality management, methodology and risk assessment are consistent with the project objectives and deliverables. The tenderer has described in the approach paper how time <b>And</b> costs can be saved by maximizing resource utilization or by using any other alternative.



**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.

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

**A. Certificate for Company**

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





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**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.

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Description of the Services: For the appointment of professional service provider to conduct Heritage Impact Assessment Study for the Culemborg Project in the Port of Cape for a Period of Six (6) Months.

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**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



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**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



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

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

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



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## T2.2-07 Letter/s of Good Standing with the Workmen’s Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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





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**T2.2-10 : ANNEX G Compulsory Enterprise Questionnaire**

The following particulars hereunder must be furnished.

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

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

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

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

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

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

Name	Identity number	Personal income tax number

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

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

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

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

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

**The attached SBD 6 must be completed for each tender and be attached as a requirement.**



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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	_____		



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**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).

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**1. GENERAL CONDITIONS**

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



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<b>Selected Specific Goal</b>	<b>Number of points allocated (80/20)</b>
B-BBEE Level of contributor (1 or 2)	5
+50% Black Youth Owned Entities	5
30% Black women Owned entities	5
Entities Owned by People with Disability (PWD)	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in

accordance with specification as set out in the bid documents

- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
  - i) the B-BBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

### 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:



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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept)
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners and Doctor’s note confirming the disability and/or Employment Equity Act 1(EEA1) form.

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
B-BBEE Level of contributor (1 or 2) – (5)	
+50% Black Youth Owned Entities – (5)	
30% Black women Owned entities – (5)	
Entities Owned by People with Disability (PWD) – (5)	
Non-Compliant and/or B-BBEE Level 3-8 contributors - (0)	
Total points for Price and Specific Goals must not exceed	100

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

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

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<b>QSE</b>	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI’s website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>1</sup></b>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

**5. BID DECLARATION**

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



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

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



**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

Tender Number: TNPA/2024/03/0013/60875/RFQ

Description of the Services: For the appointment of professional service provider to conduct Heritage Impact Assessment Study for the Culemborg Project in the Port of Cape for a Period of Six (6) Months.

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;





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

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

### 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



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or any person having a controlling interest<sup>2</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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:  
.....  
.....

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



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Description of the Services: For the appointment of professional service provider to conduct Heritage Impact Assessment Study for the Culemborg Project in the Port of Cape for a Period of Six (6) Months.

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 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.

\_\_\_\_\_

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.



**Tender Number:** TNPA/2024/03/0013/60875/RFQ

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder



## T2.2-11 NON-DISCLOSURE AGREEMENT

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

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

**TRANSNET SOC LTD**

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

**and**

.....  
..

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

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

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

- 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 **Error! Reference source not found.** 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 **Error! Reference source not found.** 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 **Error! Reference source not found.** below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause **Error! Reference source not found.** 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 **Error! Reference source not found.** 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

.....

.....



**TRANSNET NATIONAL PORTS AUTHORITY (TNPA)**

**Tender Number:** TNPA/2024/03/0013/60875/RFQ

**Description of the Services:** For the appointment of professional service provider to conduct Heritage Impact Assessment Study for the Culemborg Project in the Port of Cape for a Period of Six (6) Months.



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Name	Position
Tenderer	

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**T2.2-12: RFQ DECLARATION FORM**

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

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

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

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Indicate nature of relationship with Transnet:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



Tender Number: TNPA/2024/03/0013/60875/RFQ

Description of the Services: For the appointment of professional service provider to conduct Heritage Impact Assessment Study for the Culemborg Project in the Port of Cape for a Period of Six (6) Months.

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

- 6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
- 7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
- 8. We have acquainted ourselves and agree with the content of T2.2-18 "Service Provider Integrity Pact".

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

**IMPORTANT NOTICE TO TENDERERS**

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet’s Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet’s website [www.transnet.net](http://www.transnet.net).



- 
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
  - For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
  - All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.



Tender Number: TNPA/2024/03/0013/60875/RFQ

Description of the Services: For the appointment of professional service provider to conduct Heritage Impact Assessment Study for the Culemborg Project in the Port of Cape for a Period of Six (6) Months.

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## T2.2-13: REQUEST FOR PROPOSAL – BREACH OF LAW

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

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

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

NATURE OF BREACH:

---

---

---

DATE OF BREACH:

---

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

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

---

SIGNATURE OF TENDER



---

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

NAME OF TENDERING ENTITY:

---

1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFQ. 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\_\_\_\_

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SIGNATURE OF TENDERER

TRANSNET NATIONAL PORTS AUTHORITY (TNPA)

Tender Number: TNPA/2024/03/0013/60875/RFQ

Description of the Services: For the appointment of professional service provider to conduct Heritage Impact Assessment Study for the Culemborg Project in the Port of Cape for a Period of Six (6) Months.



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

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

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

### **INTEGRITY PACT**

Between

#### **TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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



---

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

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

---

party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

### **3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER**

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

**Tender Number:** TNPA/2024/01/0010/52931/RFQ**Description of the Services:** For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

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- 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

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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;

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- 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 RFQ; 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

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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)

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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.

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- 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



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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:

**Description of the Services:** For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

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- 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:

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- 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 .....

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## T2.2-16 : SUPPLIER CODE OF CONDUCT

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

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

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

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

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

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

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

- 
- Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
  - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
  - Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

**2. *Transnet SOC Limited is firmly committed to the ideas of free and competitive enterprise.***

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

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

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

Tender Number: TNPA/2024/03/0013/60875/RFQ

Description of the Services: For the appointment of professional service provider to conduct Heritage Impact Assessment Study for the Culemborg Project in the Port of Cape for a Period of Six (6) Months.

- 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



Tender Number: TNPA/2024/03/0013/60875/RFQ

Description of the Services: For the appointment of professional service provider to conduct Heritage Impact Assessment Study for the Culemborg Project in the Port of Cape for a Period of Six (6) Months.

**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:

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



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:

**Title of the Contract: For the appointment of professional service provider to conduct Heritage Impact Assessment Study for the Culemborg Project in the Port of Cape for a Period of Six (6) Months.**

The tenderer, identified in the Offer signature block, has

<i>either</i>	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.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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 *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

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

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

Signature(s)

Name(s)

Capacity

.....

.....

.....



Tender Number: TNPA/2024/03/0013/60875/RFQ

Description of the Services: For the appointment of professional service provider to conduct Heritage Impact Assessment Study for the Culemborg Project in the Port of Cape for a Period of Six (6) Months.

**For the tenderer:**

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

**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 Contractor 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 Work: Works Information
- Part C4            Site Information

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

**TRANSNET NATIONAL PORTS AUTHORITY (TNPA)**

**Tender Number:** TNPA/2024/03/0013/60875/RFQ

**Description of the Services:** For the appointment of professional service provider to conduct Heritage Impact Assessment Study for the Culemborg Project in the Port of Cape for a Period of Six (6) Months.



Unless the tenderer (now *Contractor*) 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

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

**Tender Number:** TNPA/2024/03/0013/60875/RFQ

**Description of the Services:** For the appointment of professional service provider to conduct Heritage Impact Assessment Study for the Culemborg Project in the Port of Cape for a Period of Six (6) Months.

**Schedule of Deviations**

Note:

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

No.	Subject	Details
1		
2		
3		

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.

	<b>For the tenderer:</b>	<b>For the Employer</b>	<b>For the Employer</b>
Signature	_____	_____	_____
Name	_____	_____	_____
Capacity	_____	_____	_____
On behalf of	<i>(Insert name and address of organisation)</i>	Transnet SOC Ltd	Transnet SOC Ltd
Name & signature of witness	_____	_____	_____
Date	_____	_____	_____

## C1.2 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	<b>A: Priced contract with activity schedule</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	<b>X2 Changes in the law</b>
		<b>X4: Parent company guarantee</b>
		<b>X16: Retention</b>
		<b>X18: Limitation of liability</b>
		<b>Z: <i>Additional conditions of contract</i></b>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd (Registration No. 1990/000900/30)</b>



	Address	Registered address: <b>Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet National Port Authority (TNPA) 34 South Arm Rd Cape Town Western Cape - South Africa 8001</b>
10.1	The <i>Project Manager</i> is: (Name)	<b>Jabulani Maluleke</b>
	Address	<b>34 South Arm Rd Cape Town Western Cape - South Africa 8001</b>
11.2(13)	The <i>works</i> are	<b>For the appointment of professional service provider to conduct Heritage Impact Assessment Study for the Culemborg Project in the Port of Cape for a Period of Six (6) Months.</b>
11.2(14)	The following matters will be included in the Risk Register	<b>No additional Data</b>
11.2(15)	The <i>boundaries of the site</i> are	<b>As stated in Part C4.1." Description of the Site and it surroundings"</b>
11.2(16)	The Site Information is in	<b>Part C4</b>
11.2(19)	The Works Information is in	<b>Part C3</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>
<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>3</b>	<b>Time</b>	



11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>Six (6) months</b>
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>2 weeks of the Contract Date.</b>
31.2	The <i>starting date</i> is	<b>TBA</b>
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>2 weeks.</b>
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
<b>4</b>	<b>Testing and Defects</b>	
42.2	The <i>defects date</i> is	<b>fifty two (52) weeks after Completion of the whole of the <i>works</i>.</b>
43.2	The <i>defect correction period</i> is	<b>2 weeks</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>18<sup>th</sup> (eight teenth) day of each successive monthly on the month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
51.4	The <i>interest rate</i> is	<b>the prime lending rate of Rand Merchant Bank of South Africa.</b>
<b>6</b>	<b>Compensation events</b>	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	<b>the cumulative rainfall (mm)</b>



**The cumulative of**

- **Before the Completion Date for the whole of the works and**
- **At the place stated in the Contract Data**

**The value of which, by comparison with the weather data, is shown to occur on average less frequently than once in ten years.**

**Only the difference between the weather measurement and weather which the weather data show to occur on average less frequently than once in ten years is taken into account**

**The cumulative of**

- **Before the Completion Date for the whole of the works and**
- **At the place stated in the Contract Data**

**The value of which, by comparison with the weather data, is shown to occur on average less frequently than once in ten years.**

**Only the difference between the weather measurement and weather which the weather data show to occur on average less frequently than once in ten years is taken into account**





**The cumulative of**

- **Before the Completion Date for the whole of the works and**
- **At the place stated in the Contract Data**

**The value of which, by comparison with the weather data, is shown to occur on average less frequently than once in ten years.**

**Only the difference between the weather measurement and weather which the weather data show to occur on average less frequently than once in ten years is taken into account**

and which are available from:

**South African Weather Service 012 367 6023 or [info3@weathersa.co.za](mailto:info3@weathersa.co.za).**

<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>None</b>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	<b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>
	Cover / indemnity:	<b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>as stated in the insurance policy for Contract Works / Public Liability</b>



2 Insurance against:	<b>Loss of or damage to property (except the works, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b>
Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
3 Insurance against:	<b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>
Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
The deductibles are:	<b>As stated in the insurance policy for Contract Works / Public Liability</b>
4 Insurance against:	<b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>
Cover / indemnity	<b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>
The deductibles are	<b>The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.</b>
Note:	<b>The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."</b>



84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is

**The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.**

The *Contractor* provides these additional Insurances

- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000**



**7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer to submit to the Project Manager the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the Contractor.**

84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is

**Whatever the Contractor requires in addition to the amount of insurance taken out by the Employer for the same risk.**

84.2 The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:

**Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract**

**9 Termination There is no additional Contract Data required for this section of the conditions of contract.**

**10 Data for main Option clause**

**A Priced contract with Activity Schedule No additional data is required for this Option.**

60.6 The *method of measurement* is **The Activities.**



<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<b>Both parties will agree 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 will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is:	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>  <b>the Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Cape Town, South Africa</b>
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X4</b>	<b>Parent company guarantee</b>	<b>No additional data is required for this Option</b>
<b>X16</b>	<b>Retention</b>	
X16.1	The retention free amount is	<b>Nil</b>
	The retention percentage is	<b>10% on all payments certified.</b>
<b>X18</b>	<b>Limitation of liability</b>	



- 
- |       |   |   |
|-------|---|---|
| X18.1 | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:  | <b>Nil</b>  |
| X18.2 | For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:                            | <b>The deductible of the relevant insurance policy</b>    |
| X18.3 | The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:  | <b>The cost of correcting the Defect</b>                  |
| X18.4 | The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to: | <b>The Total of the Prices</b>                            |
| X18.5 | The <i>end of liability date</i> is   | <b>5 years after Completion of the whole of the works</b> |

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**Z**      ***Additional conditions of contract are:***

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**Z3 Additional clauses relating to Joint Venture**

**Z3.1**

**Insert the additional core clause 27.5**

**27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* 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 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 constituent's 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 liabilities to the *Employer* to Provide the Works;**
  - ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**



iii. Identification of the roles and responsibilities of the constituents to provide the Works.

• Financial requirements for the Joint Venture:

iv. 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;

v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

**Z3.2**

Insert additional core clause 27.6

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

**Z4 Additional obligations in respect of Termination**

**Z4.1**

The following will be included under core clause 91.1:

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

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

- commenced business rescue proceedings (R22)
- repudiated this Contract (R23)





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**Z4.2 Termination Table**

**The following will be included under core clause 90.2 Termination Table as follows:**

**Z4.3**

**Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"**

**Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."**

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**Z5 Right Reserved by the Employer to Conduct Vetting through SSA**

**Z5.1**

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

- 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.**
  - 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.**
  - 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.**
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**Z6 Additional Clause Relating to Collusion in the Construction Industry**

**Z6.1** The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

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**Z7 Protection of Personal Information Act**

**Z7.1** The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

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## C1.2 Contract Data

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

The tendering *Contractor* is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-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 156 to 158 of the ECC3 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>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	



		<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.</b>		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
<b>A</b>	<b>Priced contract with activity schedule</b>			
11.2(20)	The <i>activity schedule</i> is in			
11.2(30)	The tendered total of the Prices is	<b>(in figures)</b> <b>(in words), excluding VAT</b>		
<b>A</b>	<b>Priced contract with activity schedule</b>	<b>Data for the Shorter Schedule of Cost Components</b>		
41 in SSSC	The percentage for people overheads is:	<b>%</b>		
21 in SSSC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	<b>% (state plus or minus)</b>		
22 in SSSC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>
61 in SSSC	The hourly rates for Defined Cost of design outside the Working Areas are	<b>Category of employee</b>		<b>Hourly rate</b>

**TRANSNET NATIONAL PORTS AUTHORITY (TNPA)**

**Tender Number:** TNPA/2024/03/0013/60875/RFQ

**Description of the Services:** For the appointment of professional service provider to conduct Heritage Impact Assessment Study for the Culemborg Project in the Port of Cape for a Period of Six (6) Months.



62	in	The percentage for design overheads is	%
SSCC			
63	in	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:	
SSCC			





# Part C2: Pricing Data



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## PART 2: PRICING DATA

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

## C2.1 Pricing Instructions: Option A

### 1. The *conditions of contract*

#### 1.1. How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Engineering and Construction Contract, June 2005, (with amendments June 2006 and April 2013) (ECC) Option A states:

**Identified and defined terms** 11  
11.2

(20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.

(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.

(27) The Price for Work Done to Date is the total of the Prices for

- each group of completed activities and
- each completed activity which is not in a group

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

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

#### 1.2. Measurement and Payment

1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.

1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.

1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* 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 *Project Manager* with any additions and/or amendments deemed necessary.

1.2.4 The *Contractor'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.



- 
- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
  - 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
  - 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
  - 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.



## C2.2 Activity Schedule –

The Tenderer details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule.

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

Activity No.	Activity Description	Price of each activity (R)
<b>1.</b>	<b><u>CONSULTATION WITH THE CLIENT</u></b>	
1.1	Attendance to the project inception meeting (site meeting)	R
1.2	Collection and Literature review of relevant background information	R
1.3	Comprehensive screening report to determine triggered activities and as well as required specialist studies	R
1.4	Prepare and submit Project Plan and Schedule	R
1.5	Appointment of Specialists (in the event there’s additional Specialist that are required, Consultation must be made with the TNPA Project Manager)	R
<b>2.</b>	<b><u>AUTHORITY CONSULTATION</u></b>	
2.1	Prepare and submit all required notifications to Heritage Western cape and all relevant stakeholders.	R
	Engage with Heritage Western Cape to confirm required permit and application process.	R
2.2	Draft Minutes of Meeting held with relevant authorities	R
<b>3.</b>	<b><u>HERITAGE IMPACT ASSESSMENT</u></b>	
3.1	Draft Scoping Report	R
3.2	Final Scoping Report	R
3.3	Submit scoping report for comments.	R



3.4	Draft Heritage Impact Report	R
3.5	Final heritage Impact Report	R
<b>4.</b>	<b>PUBLIC PARTICIPATION PROCESS</b>	
4.1	Develop and maintain comprehensive database of stakeholders (identifying key stakeholders)	R
4.2	Development and distribution of Background Information Document, site notices etc.	R
4.3	Advertisement of the Heritage Impact assessment process:	R
4.4	Distribution of draft Reports for public review	R
4.5	Organise and facilitate a public participation meeting (venue, facilitation, presentation etc.)	R
4.6	Development of Comments and Responses report	R
<b>5.</b>	<b>PERMIT APPLICATION AND APPROVAL</b>	
5.1	Application for a permit to Heritage Westen Cape	R
5.2	Draft Heritage Management Programme	R
5.3	Final Heritage Management Programme	R
5.4	Obtain the Heritage Permit and Manage Any Appeals	R
<b>6.</b>	<b><u>SPECIALIST STUDIES</u></b> <b>Specialist studies will also be based on the Screening report</b>	
6.1	Visual Impact Assessment	R
6.2	Palaeontological Impact Assessment	R
6.3	Archaeological Impact Assessment	R
6.4	Socio-Historic Assessment	R
<b>7.</b>	<b><u>PROJECT MANAGEMENT &amp; CLIENT LIAISON:</u></b>	
7.1	Progress Report 1	R
7.2	Progress Report 2	R

Tender Number: TNPA/2024/03/0013/60875/RFQ

Description of the Services: For the appointment of professional service provider to conduct Heritage Impact Assessment Study for the Culemborg Project in the Port of Cape for a Period of Six (6) Months.

7.3	Progress Report 3	R
7.4	Progress Report 4	R
7.5	Progress Report 5	R
7.6	Progress Report 6	R
8	<b>MEETINGS</b>	
8.1	Contract Kick off meeting and Minute taking	R
8.2	Progress Meeting Chairing, Minute taking & Attendance, by invitation only from <i>Employer</i>	R
8.3	Progress Meeting Chairing, Minute taking & Attendance, by invitation only from <i>Employer</i>	R
8.4	Progress Meeting Chairing, Minute taking & Attendance, by invitation only from <i>Employer</i>	R
8.5	Progress Meeting Chairing, Minute taking & Attendance, by invitation only from <i>Employer</i>	R
8.6	Progress Meeting Chairing, Minute taking & Attendance, by invitation only from <i>Employer</i>	R
9.	<b>HEALTH AND SAFETY</b>	
9.1	<b>Medicals and PPE</b>	R
<b>Total of the Prices (Rands) carried forward to C1.1B the Form of Offer &amp; Acceptance for Port of Saldanha (Excluding Vat)</b>		<b>R</b>



# Part C3: Scope of Work

## PART C3: SCOPE OF SERVICES

Document reference	Title	No of page
C3.1	This cover page <i>Employer's Scope of Services</i>	1 20
	<b>Total number of pages</b>	<b>22 (excl. annexures)</b>



### C3.1 EMPLOYER'S SCOPE OF SERVICES

Document reference	Title	No of pages
C3.1	The Scope	20
	Total number of pages	<b>21</b>



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**Acronyms and Abbreviations**

BA	Basic Assessment
BBBEE	Broad Based Black Economic Empowerment
DFFE	Department of Forest, Fisheries, and the Environment
EA	Environmental Authorisation
HAP	Environmental Assessment Practitioner
HAPASA	Environmental Assessment Practitioners Association of South Africa
EIA	Environmental Impact Assessment
GE	General Electric
I&APs	Interested and Affected Parties
MW	Megawatt
NEMA	National Environmental Management Act, Act 107 of 1998
NWA	National Water Act, Act 36 of 1998
OEM	Original Equipment Manufacturer
PFMA	Public Funds Management Act, Act 1 of 1999
PSC	Professional Services Contract
PPM	Procurement Procedures Manual
SEMA	Specific Environmental Management Acts
S&EIR	Scoping and Environmental Impact Assessment
SOE	State-Owned Enterprise
TFR	Transnet Freight Rail
TPT	Transnet Port Terminals
TNPA	Transnet National Ports Authority
WP	Western Cape
WULA	Water-Use License Application



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## 1 Description of the Project

### 1.1 Introduction and Background

The Port of Cape Town is a city port constrained by limited land area and this raises the need to optimize land use of areas exposed to the shoreline. The optimization is necessary to ensure that only the activities that are strictly tied to the ocean are handled inside the port, and all other activities are handled behind port areas. This will limit pertinent challenges and ensure operational efficiencies are realized and land is put to better use.

In terms of the Port Development Framework Plan (PDFP) for the Port of Cape Town, the expansion of the port, informed by the Freight Demand Model (FDM) and contributing to the value proposition requires the development of land parcels that are outside the port limits to create additional back of port capacity.

As such, the Port of Cape Town intends to develop the Culemborg precinct as a mixed-use intermodal logistics hub to relieve the above-mentioned constraints. The key requirement for the site is to develop it as a back of port, hosting various industries including but not limited to, storage, warehousing, light manufacturing, distribution logistics services and maritime related offices. Further, the development of the precinct should aim to address the current challenges experienced by the transporters linked to the port's logistics chain. The development should therefore aim to provide access to the port seamlessly, create capacity and improve logistics efficiencies at the Port of Cape Town.

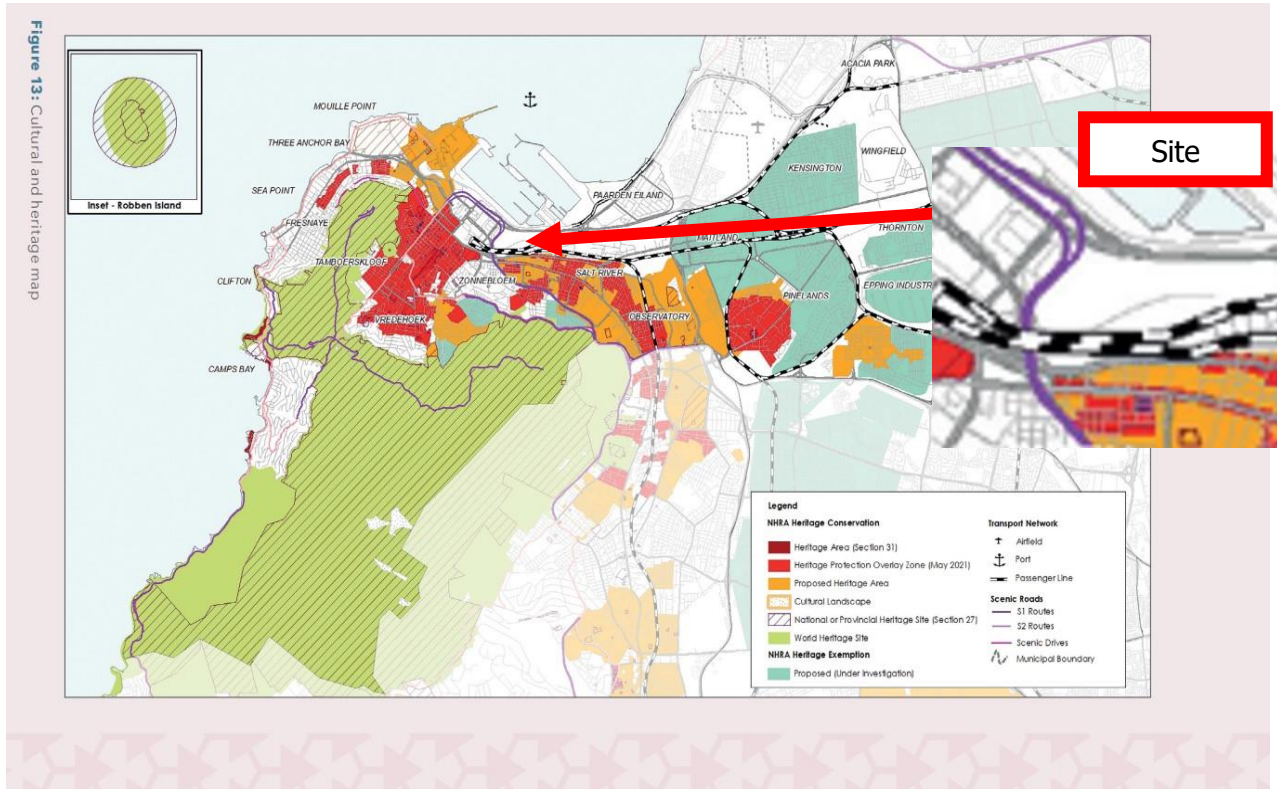
It is in this context that the Port of Cape Town has decided to raise the capital project to commence with the envisaged development of this precinct, to align to the Ports growth strategy.



Tender Number: TNPA/2024/03/0013/60875/RFQ

Description of the Services: For the appointment of professional service provider to conduct Heritage Impact Assessment Study for the Culemborg Project in the Port of Cape for a Period of Six (6) Months.

City of Cape Town (CoCT) commissioned several heritage surveys over the last decade and several heritage sites have been identified immediately adjacent to the study area. CoCT have identified no conservation worthy buildings within the precinct however some of the buildings may now be older than 60 years and may enjoy the nominal protection under the National heritage Resource Act, Act No 25



of 1998.

Figure 1: Culemborg Site location

Further assessment was undertaken with the Western Cape Heritage Management Services, and it was concluded that since the site is larger than 5000 square meters and is likely to change the character of the site due to the development proposed, Section 38 of the National Heritage Resource Act is triggered. Therefore, TNPA needs the specialist to assist with the process and obtain the required permits and approvals.

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## 1.2 Scope of Work

The project is required to create additional back of port capacity which aims to improve efficiency, lower the cost of doing business, integrating modern systems, retaining, and attracting new business.

Furthermore, align to TNPA's Reimagined Desired Output seeks to:

- a. Provide safe and secure ports;
- b. Ports and Community integration;
- c. Integrated IDZ's and Production centres;
- d. Efficient Ports; and
- e. Create new revenue generating opportunities/ Diversify channel offering.

Culemborg presents an excellent opportunity for a back of port logistics park to alleviate truck congestion in the port. This will integrate easily with the port, given the logistics integration possibilities between the port and the Culemborg site to enable movement of trailers between the port and Culemborg.

Having warehousing and depot facilities outside the port presents new opportunities to re-imagine business processes. A depot near the port allows cargo owners better efficiencies, opening to possibilities of 24-hour operations, thus helping reduce truck congestion as trucks can now undertake trips into the port around the clock.

### 1.3 Site Information

Culemborg is located at the City of Cape Town as shown in figure 2 below.



**Figure:2 Culemborg Site**

### 1.4 Employer's objectives

The employer's primary objective is to sign an agreement for a professional service contract with a consulting firm for the provision of the Heritage Impact Assessment to aid in the development of the Culemborg site. The Consultant is expected to facilitate a Heritage Impact Assessment process to comply with National Heritage Resource Act and obtain all applicable heritage permits and/ or approvals. The Consultant is required to undertake these activities in consultation with the Western Cape Heritage Resource Management Services Department and the city of Cape Town.

The appointed consultant must ensure that all the processes conform to the requirements of the National Heritage Resource Act and the requirements of the Heritage Western Cape as well as relevant City of Cape Town by-laws and any other application legal and other requirements.

The objectives are summarised below as follows:

- 
- a. Compliance with the National Heritage Resource Act 25 of 1999.
  - b. Assess the impact of the proposed Culemborg development.
  - c. Identify and conduct all applicable specialist studies required for the National Heritage Resource Act, 25 of 1999 Section 38 process and any other process required to obtain the permit.
  - d. Assess the impact of the proposed Culemborg development.
  - e. Apply and obtain for heritage permits for the development of Culemborg.

## **2 Scope of Services**

### **2.1. Consultant's services:**

The Consultant shall provide all services required to aid them obtain for heritage permits for the development of Culemborg including Specialist investigations and preparation of required reports and management plans.

The appointed Consultant will be required to:

- Undertake a review of the Project Scope and other relevant project documents.
- Identify and verify the triggered activities within the National Heritage Resource Act, No 25 of 1999.
- Engage with Western Cape Heritage to confirm required permit and application process.
- Facilitate the arrangement of the NOTIFICATION FOR INTENT TO DEVELOP (NID)
- Compliance with the decision of the Heritage Officers Meeting (HOM) Decision in terms of the further Studies required as part of the of the Section 38 process.
- Identify and conduct all applicable specialist studies required for the National Heritage Resource Act, Section 38 process.
- Map all heritage resources, including archaeological and paleontological sites, in the area affected and prepare a GIS based heritage sensitivity map.
- Assess the significance of any identified resources in terms of the heritage assessment criteria as set out in the NHRA.
- Assess the impact of the proposed Culemborg development heritage resources; and
- Make recommendations with respect to identified heritage resources to be monitored/protected during works and/or measures to mitigate the impacts of proposed works on heritage resources.
- Apply and obtain for heritage permits for the development of Culemborg.



- The Consultant shall be responsible for overall project management to ensure that activities are undertaken within the required timeframes for completion, that services and reports are of good quality and that all deliverables as set out are met.
- Project management shall include, as a minimum, the following where relevant Project planning and management of all project tasks and deliverables:
  - ✓ Hold project planning and co-ordination meetings.
  - ✓ Submit project progress reports to the Employer at intervals to be agreed with the Employer.
  - ✓ Attend and take minutes of Employer's formal project progress meetings.
  - ✓ Draw up and revise the project programmes, when necessary.
  - ✓ Arrange and hold meetings with relevant environmental authorities, where required.
  - ✓ Manage Specialist investigations and activities.
  - ✓ Manage review processes.
  - ✓ Provide all required Reports.
- Liaise with Employer.
- The appointed Service Provider must confirm if there are any additional permits and/or licenses required and undertake the application processes required to obtain such approvals.

**Table 01: Applicable Sections of the National Heritage Resource Act 25 of 1999**

Section of the Act	Description	Project Applicability
38	it's likely that the site's character will change due to the proposed developments and the site is larger than 5000m <sup>2</sup>	Development of Culemborg Site.

**3 Deliverables of the Contract**

The Employer requires an experienced, registered professional Environmental Assessment Practitioner (HAP) to facilitate the HIA process.

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### 3.1 Activity 1: Project Management

The deliverables include, but are not limited to:

- Project initiation
- Project planning and management

Monthly progress meetings

### 3.2 Activity 2: Heritage Impact Assessment Process

The Consultant is required to provide a detailed activity schedule and cost breakdown for the HIA Process as prescribed by the NHRA 25 of 1999.

Activities shall include but not necessarily be limited to the following:

- Undertake a comprehensive review of the Project Scope, and other project Documents to be made available upon appointment.
- Undertake site visit of the Project area and Footprint.
- Arrange and undertake Facilitation of the NOTIFICATION FOR INTENT TO DEVELOP (NID)
- Prepare and submit all required notifications to Heritage Western Cape and all relevant stakeholders.
- Agreement with all stakeholders.
- Public consultation
- Draft Scoping Report
- Final Scoping Report
- Submit scoping report for comments.
- Draft Heritage Impact Report
- Final heritage Impact Report
- Application for a permit to Western Cape Heritage Resource
- Draft Heritage Management Programme (EMPr)
- Final Heritage Management Programme
- Obtain a permit from Heritage Western Cape

### 3.3 Activity 3: Public Participation

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





### **3.4 Activity 4: Appeal Process**

Manage the appeal process if required.

### **3.5 Activity 5: Specialist Studies**

The Consultant is required to appoint the Specialists to undertake the Specialist studies for the completion of the assignment.



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## 4 Management and start up

### 4.1 Documentation control

The Consultant shall submit all documentation complying to the Employer's standards and requirements through the document control procedure. The Consultant shall use their own suitable document control system for tracking, maintenance, and handling of all relevant documentation i.e., invoices, reports and drawings issued to them. The Consultant's documentation shall be issued to either Employer or Employer's Agent under cover of the Consultant's Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the Consultant's Project Document Number, Revision Number, Title and chronological listing of transmitted documentation through Employer's document control.

The Consultant's data formats submitted is dependent on the project procedure and content and shall be specified by the Employer's Agent, upon the notified request of the Consultant i.e.:

- Both Adobe Acrobat (.pdf) and native files
- Only a native file
- Only a hard copy
- Only a .pdf file
- Only a .shp file

The Consultant shall deliver both hard copies and electronic media copies (CD Rom) to the Employer's address stated within the Contract Data. The documentation to be submitted for review shall be submitted on or before the dates specified on the documentation register cover of the Consultant's Transmittal Note, and the Transmittal Note must state the purpose of the submission. Every documentation submission of different purposes must be sent on separate transmittals.

The Consultant shall note that documentation will be rejected if this requirement is not met. Acceptance of documentation by the Employer's will in no way relieve the Consultant of his responsibility for the correctness of information, or conformance with his obligation to provide the Services. This obligation rests solely with the Consultant. After review, a copy of the original reviewed/marked-up drawing/document, with the Employer's consolidated comments and document status marked on the Consultant review label, is scanned and the hard copy shall be returned to the Consultant under Employer's transmittal note for revision or re-submittal as instructed.

The code resulting from the review is as follows, i.e.: -

- Code C1 – "Proceed, No Exception Taken"



- Code C2 – “Proceed, with Exceptions as Noted, Revise and Resubmit”
- Code C3 – “Do Not Proceed, Revise as Noted and Resubmit”
- Code C4 – “Information Only – Accepted as Submitted”
- Code C5 (FN) – “Certified Final – No Further Submittal Required”
- Code C6 (AB) – “Certified As-Built – No Further Submittal Required”

The Consultant shall ensure a robust document control system be developed at the commencement of this task. All the correspondence with the authorities, Stakeholders queries, monthly progress meeting reports, the claims invoices, schedules, and contractual documents etc are hyperlinked and well organised in a spreadsheet and/or a user-friendly format for easy retrieval. All instructions and decisions must be followed up in writing. The Consultant shall allow the Employer’s ten (10) working days to review and respond to the Consultant’s submission of their documentation, i.e. from time of receipt to the time of despatch. However, work shall proceed without delay in the event of late return of the documentation by the Employer with prior notification in writing by the Consultant. Queries regarding comments should be addressed with the Employer’ prior to re-submittal. All revised data shall be submitted by the Consultant in its entirety and shall reflect the revision control numbers and shall also indicate which documentation the revised documentation supersedes, if applicable. In case of drawings, Layout, Maps and Diagrams every sheet must have its own revision number and is revised as a single document. In case of documents for all sheets under cover of one document number shall be under the same revision number and be resubmitted, even if the revision is a minor one.

#### **4.2 Health & Safety Requirements**

The Consultant as well as all appointed Specialists shall comply with relevant TNPA Health and Safety Policies and Procedures and shall ensure compliance with the Occupational Health and Safety Act, no. 85 of 1993 and Applicable Regulations.

Compliance with applicable Health and Safety Requirements shall be entirely at the Consultant’s cost. All cost that are not explicitly stated shall be deemed to have been allowed for in the rates and prices.

The Consultant, his employees as well as any other sub-consultants or Specialists appointed shall have valid medicals (where relevant) and safety inductions when accessing or working in construction areas. Proof of these induction records shall be submitted to the Employer’s Agent. The inductions will be conducted at a time and location arranged by TNPA. The

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Consultant should allow for this in his/her pricing.

All personnel working on site should have attended the health and safety induction course and be in possession of a permit to access the various sites. Refer to TNPA Health and Safety Guidelines (HAS-GL- 0001 rev 0) The inductions will be conducted at a time and location arranged by TNPA.

The following personal protective equipment shall be worn to minimise the risks and health hazards at the site whilst providing the Services:

- Hard Hats
- Safety Glasses/ Goggles
- Safety Boots and reflective vest

#### **4.3 Quality assurance requirements**

The onus rests on the Consultant to produce work, which will conform in quality and accuracy of detail to the requirements of the activities to be undertaken. Quality control will be managed as per the Consultant's internal quality control procedures and any additional quality control requirements that may be stipulated in this document.

#### **4.4 Consultant's management, supervision, and key people**

The Consultant shall provide an organizational structure showing key personnel and Specialists and their lines of authority and communication.

#### **4.5 Insurance provided by the Employer**

Procedures for making insurance claims can be obtained from the Employer's Agent.

#### **4.6 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.

## 5 Procurement

### 5.1 Code of Conduct

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

- The Transnet Procurement Procedures Manual (PPM);
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (B-BBEE); and
- The Anti-Corruption Act.

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

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

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

**5.2.1** Transnet will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner. Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers. Employees must not accept or request money or anything of value, directly or indirectly, to:



- 
- Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
  - Win or retain business or to influence any act or decision of any decision stakeholders involved insourcing 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).

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

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

**5.2.3** Transnet's relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits. Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
- Collusion.
- Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, B-BBEE status, etc.);
- Corrupt activities listed above; and
- Harassment, intimidation, or other aggressive actions towards Transnet employees. Suppliers must be evaluated and approved before any materials, components, products, or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner. Suppliers must record and report facts accurately, honestly, and objectively. Financial records must be accurate in all material respects.

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### **5.3 Subcontracting**

#### **5.3.1 Preferred sub-consultants**

The Consultant shall not appoint or bring sub-consultants onto site without the prior approval of the Employer's Agent, and all subcontractors will be required to conform to the requirements as set out herein as if they were employees of the Consultant.

The Consultant will be required to appoint Specialists (where such Specialist services are not available in-house) to undertake activities as specified in the description of services below. Curriculum Vitae (CVs) of all Specialists should be included in the Consultant's submission so that they can be approved by TNPA.

#### **5.3.2 Sub-consultant documentation, and assessment of sub-consultant tenders**

The Consultant shall appoint his sub-consultants based on the NEC3 PSC agreements, i.e. on the same terms and conditions applicable to the agreement between Transnet and the Consultant.

#### **5.3.3 Attendance on sub-consultants**

The Consultant shall ensure that the quality assurance requirements placed on him under this Contract are transferred to any sub-consultants.

#### **5.3.4 Plant and Materials**

No plant or materials are provided as "free issue" by the Employer.

### **5.4 Management structures**

The Professional Services Contract shall indicate who the TNPA Employer's Agent is. The TNPA Employer's Agent is fully empowered to act on behalf of TNPA for the services covered by the Contract. The Employer's Agent will accept, or not accept, the Consultant's assessment of the amount due in terms of the contract.

## **6 Information to be provided by the Employer**

Transnet National Ports Authority will provide all relevant project, engineering and environmental documentation required to provide the services outlined above.



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## **7 Facilities and Equipment to be provided by the Employer**

There will be no facilities or equipment that will be provided by the Employer.

## **8 Invoices**

- 9.3 All invoices submitted by the Consultant shall be VAT invoices, which invoices shall be accompanied by a daily activity sheet covering the services together with, where relevant, a brief explanation as to what the time covered, the task order number and a full breakdown of expenses to which receipts relate.
- 9.4 The invoice must correspond to the Employer's Agent assessment of the amount due to the Consultant as stated in the payment certificate.
- 9.5 Invoices must be submitted by the last working day of the month stating the following:
- Invoice addressed to Transnet Limited;
  - Transnet Limited's VAT No: 4720103177;
  - Invoice number;
  - Registered name of the Consultant;
  - Address (Physical and Postal) of the Consultant;
  - The Consultant's VAT Number; and
  - The Contract number
- 9.6 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.
- 9.7 Invoices submitted by post are addressed to:

Transnet National Ports  
Authority  
Port of Cape Town  
Western Cape  
8001

For the attention of the Employers Agent: Jabulani Maluleke

- 9.8 Invoices are to be delivered to:

Transnet National Ports  
Authority





Port of Cape Town

Western Cape

8001

For the attention of the Employer Agent: Jabulani Maluleke

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

9.10 All payments are provisional and subject to audit. The Consultant preserves his records for such a period as legislation requires, but in any event not less than five (5) years.

All the invoices will be directed to employer's representative determined in terms of DoA appointment.

**Annexures**

A list of documents that will be provided to the selected service provider:

Annexure	Description / Discipline	Document No(s)
A	Site Layout Plan	
B	Baseline Environmental Studies for the Culemborg Development	
C	Health and Safety Guidelines	