



**TRANSNET FREIGHT RAIL**  
a Division of  
**TRANSNET SOC LIMITED**  
(Registration No. 1990/000900/06)

**REQUEST FOR QUOTATION ("RFQ")**

**RFQ NUMBER CRAC/JHB/8612**

**DESCRIPTION: PROVISION FOR THE APPOINTMENT OF THE ENVIRONMENTAL ASSESSMENT PRACTITIONER TO COMMISSION AN EIA PROCESS FOR THE CONSTRUCTION OF THE LIGHTHOUSE AND ASSOCIATED INFRASTRUCTURE AT PORT NOLLOTH, NORTHERN CAPE**

**ISSUE DATE : 24 APRIL 2012**

**BRIEFING SESSION : 09 MAY 2012**

**TIME : 09H00**

**CLOSING DATE : 15 MAY 2012**

**CLOSING TIME : 10H00**

**OPTION DATE : 30 JULY 2012**

**VENUE : INYANDA HOUSE 2, UMJANTSHI C BOARDROOM, PARKTOWN**

**FOR MORE INFORMATION AND DIRECTION CONTACT: Ndivhuwo Netshilaphala  
011 584 0528**

**TENDER BOX ALLOCATED AT THE CHAIRPERSON TRANSNET FREIGHT RAIL ACQUISITION COUNCIL, GROUND FLOOR, INYANDA HOUSE 1, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG.**

**TENDER ENVELOPE TO BE MARKED AS FOLLOWS:**

**RFQ NUMBER: RFQ NUMBER CRAC/JHB/8612**

**DESCRIPTION: PROVISION FOR THE APPOINTMENT OF THE ENVIRONMENTAL ASSESSMENT PRACTITIONER TO COMMISSION AN EIA PROCESS FOR THE CONSTRUCTION OF THE LIGHTHOUSE AND ASSOCIATED INFRASTRUCTURE AT PORT NOLLOTH, NORTHERN CAPE**

\_\_\_\_\_  
Respondent's signature

1

\_\_\_\_\_  
Date and company stamp



**RFQ NUMBER CRAC/JHB/8612**

**DESCRIPTION: PROVISION FOR THE APPOINTMENT OF THE ENVIRONMENTAL ASSESSMENT PRACTITIONER TO COMMISSION AN EIA PROCESS FOR THE CONSTRUCTION OF THE LIGHTHOUSE AND ASSOCIATED INFRASTRUCTURE AT PORT NOLLOTH, NORTHREN CAPE**

**SCHEDULE OF DOCUMENTS**

1. Notice to Bidders
2. Requisition for quotation
3. Compulsory Meeting
4. Scope of Work and General specification
5. Returnable Schedules / Documents
6. Supplier Declaration Form
7. Contractual Safety Clauses
8. General Tender Conditions (CSS5 – Service)
9. Standard Terms and Conditions of Contract (US7 - Services)
10. Non-Disclosure Agreement
11. Supplier Code of Conduct



## SECTION 1

RFQ NUMBER CRAC/JHB/8612

DESCRIPTION: PROVISION FOR THE APPOINTMENT OF THE ENVIRONMENTAL ASSESSMENT PRACTITIONER TO COMMISSION AN EIA PROCESS FOR THE CONSTRUCTION OF THE LIGHTHOUSE AND ASSOCIATED INFRASTRUCTURE AT PORT NOLLOTH, NORTHREN CAPE

### NOTICE TO BIDDERS

**Refer Document attached hereto**

Quotations are requested from interested Respondents to supply the above-mentioned requirement to TRANSNET FREIGHT RAIL.

On or after 24/04/2012 the RFQ documents may be inspected at, and are obtainable from the office of TRANSNET Freight Rail Tender Advice Centre, Ground Floor, Inyanda 1, 21Wellington Road, Park town.

A non-refundable tender fee of R100.00 (inclusive of Vat) is applicable per tender (listed below).

Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect the tender number and the Company Name.

NOTE: This amount is not refundable.

Receipts to be presented prior to collection of the RFQ

**PLEASE BRING A VALID DOCUMENT ON THE DAY OF BRIEFING AND ALSO MAKE SURE THAT YOU BRING YOUR SAFETY SHOES AND REFLECTIVE VEST ON SITE**

**NAME** : Neo Sekwati  
**Tel** : (011) 584-0635  
**Email** : Neo.Sekwati@transnet.net

Tenders in duplicate must reach the Chairperson, TRANSNET Freight Rail Acquisition Council, before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

**Tender No** : RFQ NUMBER CRAC/JHB/8612

**DESCRIPTION: PROVISION FOR THE APPOINTMENT OF THE ENVIRONMENTAL ASSESSMENT PRACTITIONER TO COMMISSION AN EIA PROCESS FOR THE CONSTRUCTION OF THE LIGHTHOUSE AND ASSOCIATED INFRASTRUCTURE AT PORT NOLLOTH, NORTHREN CAPE**

Closing date and time : 15 May 2012 at 10h00



Closing address (refer options below)

**DELIVERY INSTRUCTIONS FOR THIS RFQ:**

- 1 If posted**, the envelope must be addressed to the Chairperson, TRANSNET Freight Rail Acquisition Council, P .O. Box 4244, Johannesburg 2000 and must be dispatched in time for sorting by the Post Office to reach the Chairperson before the closing time of the RFQ. In the event of the late receipt of a Proposal, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 2 If delivered by hand**, the envelope is to be deposited in the TRANSNET tender box which is located at the main entrance, Inyanda House, 21 Wellington road, Park town, Johannesburg and should be addressed as follows:

**THE CHAIRPERSON**

**TRANSNET FREIGHT RAIL ACQUISITION COUNCIL**

**INYANDA HOUSE**

**21 WELLINGTON ROAD**

**PARKTOWN**

**JOHANNESBURG**

**2001**

The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please

Ensure that response documents or files are not larger than the above dimensions.

Responses which are

Too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate

Envelopes.

**It should also be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours per day, 7 days a week.**

- 3 If dispatched by courier**, the envelope must be addressed as follows and delivered to the Office of The Chairperson, TRANSNET Freight Rail Acquisition Council and a signature obtained from that Office.



1. Please note that this RFQ closes punctually at 10:00 on Tuesday 15 May 2012
2. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
3. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED
4. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
5. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
6. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.
7. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

#### **8. BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**

TRANSNET fully endorses and supports the South African Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including and not limited to enterprise development, subcontracting and Joint Ventures) as part of their tender response.

Transnet would accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended) to companies who provide a BBBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 will be evaluated accordingly. All transactions below R 30,000 will as far as possible be earmarked for EME's.

TRANSNET consequently urges Respondents (Large enterprises and QSE's – see below) to have themselves duly accredited by any one of the Accreditation Agencies **approved** by SANAS (South African National Accreditation System, under the auspices of the DTI).

**In terms of Government Gazette No. 32467, Notice No. 810 dated 31 July 2009, as from 1 February 2010 only BBBEE certificates issued by Accredited Verification Agencies of Verification Agencies that are in possession of a valid pre-assessment letter from South African National Accreditation System will be valid.**



However accreditation certificates issued by non-accredited verification agencies before 01 February 2010 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance with the latest codes (i.e. those promulgated on 9 February 2007).

BBBEE Accreditation Certificates issued after the published date i.e. 01 February 2010, by a Verification Agency not approved by SANAS, will NOT be acceptable as from 01 February 2010.

Enterprises will be rated by such Accreditation Agencies based on the following:

- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
  - Rating level based on all 7 (seven) elements of the BBBEE scorecard
  - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**
  - Rating based on any 4 (four) of the elements of the BBBEE scorecard
  - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**
  - Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
  - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
  - EME's should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies must state in their Tenders / Proposals the percentage of the total contract value which would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and/or subcontractors, as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished with the tender response to enable Transnet to evaluate / adjudicate on all tenders received on a fair basis.

**Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) and ensure that the documentation is valid at the date of Tender Submission as stipulated above to TRANSNET.**

*Failure to submit your BBBEE Certificate and Detailed Scorecard will result in a score of zero being allocated for BBBEE evaluation.*



**Turnover:** Indicate your company's most recent annual turnover:

R.....

- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rating agency.

**The DTI** has created an online **B-BBEE Registry** (<http://www.dti.gov.za>) in order to provide a central and standardized source of the B-BBEE status of all entities, and to facilitate the flow of this information amongst entities by providing a Unique Profile Number (UPN) per each listing. Existing and prospective suppliers are therefore urged to list their B-BBEE status on the DTI Registry. Hence, entities verified by DTI, will receive the following benefits:

- Their BBBEE status will be verified and confirmed by the DTI, before listing on the Registry
- Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

Transnet supports this DTI initiative and will use the DTI Registry to verify prospective and existing suppliers' BBBEE credentials.

Kindly provide Transnet with your DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

**DTI BBBEE UNIQUE PROFILE NUMBER:**

.....

Failure to submit your BBBEE information in terms of the above-mentioned clauses will result in a score of zero being allocated for BBBEE evaluation.

## 9 COMMUNICATION

Respondents are warned that a response will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of TRANSNET in respect of an RFQ between the closing date and the date of the award of the business.

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFQ to the TRANSNET employee as indicated in (2) above.



## 10. RFQ SCHEDULE

Respondents will be contacted as soon as practicable with a status update. At this time short-listed Respondents may be asked to meet with TRANSNET representatives. Respondents are to provide a list of persons who are mandated to negotiate on behalf of their company, together with their contact details.

### 10.1 INSTRUCTIONS FOR COMPLETING THE RFQ

- (i) Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set can be a copy of the original signed Proposal.
- (ii) Both sets of documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Proposals:
  - The Respondent's latest audited financial statements;
  - The Respondent's valid Tax Clearance Certificate.
  - A CD copy where applicable

## 11. COMPLIANCE

The Respondent shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

## 12. ADDITIONAL NOTES:

- All returnable documents as indicated in the Proposal Form (Section 3) must be returned with the response
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Proposal must be legally authorized by the Respondent to do so (Refer Section 4). A list of those person(s) authorized to negotiate on your behalf must be submitted along with the Proposal
- All prices must be quoted in South African Rand
- TRANSNET reserves the right to undertake post-tender negotiations with the preferred Respondent or any number of short-listed Respondents

**NB: Unless otherwise expressly stated, all Proposals furnished pursuant to this Request shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated. TRANSNET reserves the right to reject any or all offers.**

**FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS**



**MAY RESULT IN THE PROPOSAL BEING REJECTED.**

**13. DISCLAIMERS**

Respondents are hereby advised that TRANSNET is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Proposal in response to it. In particular, please note that TRANSNET reserves the right to:

- modify the RFQ's Goods or Services and request Respondents to re-bid on any changes
- reject any Proposal which does not conform to instructions and specifications which are detailed herein
- disqualify Proposals submitted after the stated submission deadline
- not necessarily accept the lowest priced Proposal
- reject all Proposals, if it so decides
- award a contract in connection with this Proposal at any time after the RFQ's closing date
- award only a portion of the proposed Goods or Services which are reflected in the scope of this RFQ
- split the award of the contract between more than one Supplier
- make no award of a contract

Kindly note that TRANSNET will not reimburse any Respondent for any preparation costs or other work Performed in connection with the Proposal, whether or not the Respondent is awarded a contract.

**14. Any PROPOSAL submitted by a Respondent is subject to negotiation and review of the proposed contract by Trans net's Legal Counsel.**

\_\_\_\_\_  
NAME OF RESPONDENT:

\_\_\_\_\_  
PHYSICAL ADDRESS:

Indent's contact person:	Name:	<input type="text"/>
	Designation:	<input type="text"/>
	Telephone:	<input type="text"/>



Cell phone:

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Facsimile:

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Email:

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**TRANSNET urges its clients and suppliers to report  
Any fraud or corruption  
On the part of Transnet' employees to  
TIP-OFFS ANONYMOUS: 0800 003**

"Preview Copy Only"



**SECTION 2**

**RFQ NUMBER CRAC/JHB/8612**

**DESCRIPTION: PROVISION FOR THE APPOINTMENT OF THE ENVIRONMENTAL ASSESSMENT PRACTITIONER TO COMMISSION AN EIA PROCESS FOR THE CONSTRUCTION OF THE LIGHTHOUSE AND ASSOCIATED INFRASTRUCTURE AT PORT NOLLOTH, NORTHREN CAPE**

**REQUISITION FOR QUOTATION**

Refer Document attached hereto

**REQUISITION FOR QUOTATION**

MESSRS: .....  
.....  
.....  
.....

Tel (011)  
Fax (011)

ISSUE DATE 24-04-2012

CLOSING DATE 15-05-2012 (10h00)

SUPPLY CHAIN SERVICES

Contact: Neo Sekwati  
Tel: 011 584 0635

Prices in South African currency, including all costs.

Direct to consignees

ITEM NO:	DESCRIPTION	QTY	Price per each
1.	As per the specification attached		
<b>Total price</b>			
<b>2.Prices must be V.A.T. exclusive</b>			
3. Direct delivered to:	Parktown		
4.Contact person:	Neo Sekwati 011 584-0635		

**5.COMPULSARY DOCUMENTS**

**NOTE**

:5.1.Return of tender documents

The tender documents must be submitted on the closing date in **duplicate** and failure

To do so will automatically disqualify your offer.



5.2. The following documents are compulsory, and they must be attached to the tender document

If **Not** your tender will not be considered.

- a) Tax Clearance Certificate
- b) Supplier Declaration Form
- c) Current Vat Registration No.
- d) BBBEE level certification and Score Card

## 6. FRAUD HOTLINE

**Transnet strives to be fair, equitable and just in all its dealings with tenderers. As such we encourage all tenderers to report any practice, activity or information that they are aware of or become aware of which may result in any perception of or actual fraud being committed against or in the name of Transnet. The hotline details are:-**

Hotline telephone: 0800 003 056

Email: [transnet@tip-offs.com](mailto:transnet@tip-offs.com)

Fax: 0800 007 788

**All information received will be treated with the utmost confidentiality**

## 7. BUSINESS ADJUDICATION CRITERIA:

### 7.1. "Order winning criteria"

7.1.1. Competitive pricing

### 7.2. "Technical"

7.2.1 Experience in undertaking EIAs and NHRA permitting process

7.2.2 Project plan (with timeframes)

7.2.3 Approach to the project

7.2.4 Capacity to deliver the project

### 7.3. "BBBEE"

7.3.1. Provide BBBEE level Certification

**SIGNATURE OF TENDERER:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**SECTION 3**

**RFQ NUMBER CRAC/JHB/8612**

**DESCRIPTION: PROVISION FOR THE APPOINTMENT OF THE ENVIRONMENTAL ASSESSMENT PRACTITIONER TO COMMISSION AN EIA PROCESS FOR THE CONSTRUCTION OF THE LIGHTHOUSE AND ASSOCIATED INFRASTRUCTURE AT PORT NOLLOTH, NORTHREN CAPE**

**REQUEST FOR QUOTATION (“RFQ”)**

**RFQ SITE MEETING**

**A COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING VENUE:**

Venue : Inyanda House 2, Umjantshi House C, Parktown  
Johannesburg  
Time : 09H00  
Date : 09 May 2012

The site meeting is compulsory and companies not attending **will be overlooked** during the tender awarding process.

Contact people on sites: **Ndivhuwo Netshilaphala- 011 584 0528**

**8.1. ATTENDANCE CERTIFICATE**

This is to certify that.....

Representative/s of .....

Has/have today attended the Tender briefing in respect of the proposed:

.....

TRANSNET’S REPRESENTATIVE

TENDERER’S REPRESENTATIVE

DATE :.....

**VERY IMPORTANT**

ANY TENDERER NOT ATTENDING THE INFORMATION MEETING **WILL** AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS

**SIGNATURE OF TENDERER:**

**Date:**

\_\_\_\_\_



## REFERENCES

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### COMPANY INFORMATION

#### 9. STATEMENT OF WORK (S) SUCCESSFULLY CARRIED OUT BY THE TENDERER:

Tenderes are to advise which other companies have they successfully provided or are currently providing similar services.

Service Description	For whom done	Period	Contact person and Telephone or Cell number

SIGNATURE OF TENDERER:

Date: \_\_\_\_\_

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## **SECTION 4**

### **RFQ NUMBER CRAC/JHB/8612**

#### **DESCRIPTION: PROVISION FOR THE APPOINTMENT OF THE ENVIRONMENTAL ASSESSMENT PRACTITIONER TO COMMISSION AN EIA PROCESS FOR THE CONSTRUCTION OF THE LIGHTHOUSE AND ASSOCIATED INFRASTRUCTURE AT PORT NOLLOTH, NORTHERN CAPE**

### **SPECIFICATION**

#### **REQUEST FOR THE APPOINTMENT OF THE ENVIRONMENTAL ASSESSMENT PRACTITIONER TO COMMISSION AN ENVIRONMENTAL IMPACT ASSESSMENT (EIA) FOR THE CONSTRUCTION OF THE NEW LIGHTHOUSE AND ASSOCIATED INFRASTRUCTURE AT PORT NOLLOTH, NORTHERN CAPE**

Transnet Freight Rail (TFR) invites quotes from a qualified Environmental Assessment Practitioner to commission an EIA process in order to obtain approvals for the proposed construction of the new lighthouse and associated infrastructure at Port Nolloth, Northern Cape.

#### **1. PURPOSE OF THE CONTRACT**

- 1.1 The purpose of the contract is to provide for the appointment of the Environmental Assessment Practitioner to commission an EIA process required in terms of National Environmental Management Act, 1998 in order to acquire environmental authorization. The contract will also cover the acquisition of the permit as required in terms of National Heritage Resources Act, 1999.
- 1.2 The incumbent Environmental Assessment Practitioner will be required to comply with the specific requirements of the above-mentioned legislations on behalf of TFR, by acquiring an Environmental Authorization and NHRA permit through submissions of the required reports to competent authorities.

#### **2. BACKGROUND TO THE PROJECT**

- 2.1 Port Nolloth was developed as a harbour by the Cape copper mining company in the 1900s. This facility was built for exporting copper from Namaqualand copper mines and other neighbouring mining areas. The lighthouse was commissioned in 15 April 1909 and improvements were further made to enable monitoring and control functions until late 1989.
- 2.2 The lighthouse comprises of an aluminium lattice tower which has now come to the end of its lifespan and needs to be replaced. The tower (to be built) will be supported by the concrete structure which is longer-lasting, hence prolonging the lifespan of the tower itself.
- 2.3 The tower will have a diameter of approximately 4m and a height of approximately 11m with a slab at the top of approximately 7m in diameter to support the lantern house. There will also be an engine which serves the lighthouse.



2.4 In addition, a new structure will be constructed adjacent to the maintenance staff restroom. The existing building attached to the restroom will have to be demolished to create space for the new lighthouse.

### **3 SCOPE OF WORK**

- 3.1 This contract covers the responsibilities and services rendered by the consultant in undertaking the requisite degree of study to assess the environmental impacts associated with the proposed construction of the lighthouse and associated infrastructure.
- 3.2 The assessment will be aimed at gathering all issues relating to the proposal and in detail addressing them in the Basic Assessment Report (BAR), Environmental Management Plan (EMP) and any report that might be required in pursuit of NHRA permit.
- 3.3 This contract also includes commissioning public participation process, compiling BAR (with EMP) and any other report that might be required in pursuit of NHRA permit; and submitting them to the competent authorities.

### **4. DELIVERABLES**

The successful Environmental Assessment Practitioner shall:-

- 4.1 Initiate application processes and submit Basic Assessment Report (with Environmental Management Plan attached) so as to meet the requirements of the regulatory authorities within a period of four (4) months effective from date of appointment. This includes the submission of any other report that might be required by SAHRA in support of the application for the permit.
- 4.2 Initiate a public participation process, which includes inviting Interested and Affected Parties to be part of the project, record their concerns and comments and informing them of the availability of the reports and approval.
- 4.3 Respond to grounds of appeal in the event that appeal (s) is/are lodged with the Minister in terms of Chapter 7 of Government Notice R. 543 of 18 June 2010.
- 4.4 Prices shall take into account the attainment of such Environmental Authorization and NHRA permit at no additional cost to Transnet Freight Rail.

### **5. QUALIFICATIONS AND EXPERIENCE OF THE ENVIRONMENTAL ASSESSMENT PRACTITIONER/S**

- 5.1 The contract envisaged shall be awarded to an Environmental Assessment Practitioner who has proven experience in applying for Environmental Authorization and NHRA permit.
- 5.2 Incumbent service provider shall attach full particulars of their experience, quoting specific references and contact numbers. Transnet shall have the right to make contact with referenced clients to verify the nature of the services provided.
- 5.3 Given the nature of the work envisaged under this contract, Transnet reserves the right to award the contract to Environmental Assessment Practitioner of choice, with due regard for



a favourable balance between the cost of services, resources available and experience in the Environmental Impact Assessment field.

5.4 The lowest bid may therefore not necessarily be accepted and no reasons for acceptance or non-acceptance of any quotation will be given.

## **6. CONFIDENTIALITY**

The matter is regarded as strictly confidential between Transnet Freight Rail and the prospective service provider and must be treated as such.

## **7. PRICING**

The quote for the assessment should be priced on an activity basis. Activities and costing thereof must be specified and would typically include:

Professional time (specified);  
Public Participation Process  
Desk top studies;  
Two to three day site visits;  
Reporting; and  
Disbursements;  
Estimated travel costs;  
Printing; and  
Any external specialist studies deemed necessary for regulatory approval for this level of study.

## **8. GENERAL**

Prices shall be deemed inclusive of all costs required to produce the deliverables specified, whether specifically itemized and priced or not.

Disbursements and fees will be payable on an actual basis per activity, subject to the maximum tendered. The estimated quantity tendered (e.g. number of hours or kilometers) may only be exceeded with prior approval by Transnet Freight Rail.

Rates and quantities quoted shall be deemed the maximum payable to the consultant for providing the deliverables specified.

Prices quoted shall be fixed for at least 60 days and no escalation shall be payable afterwards.

Prices quoted shall be specified as inclusive or exclusive of VAT.

## **9. TERMINATION OF CONTRACT**

Transnet shall have the right to terminate the above contract on grounds of non-performance, or unsatisfactory performance on the part of the consultant in the execution of this project.

Termination shall take place only after thorough consideration and due notification of grounds being provided by the Senior Environmental Manager in writing, with a notice period of five (5) working days.



The successful Service Provider would be required to enter into a performance contract with Transnet Freight Rail.

**10. EXPERIENCE AND CAPACITY**

The study team must have experience in undertaking EIAs. The consultants (or study team) must have skills in three key areas:

- a. NHRA permitting process;
- b. EIA process; and
- c. Report-writing.

**11. PROPOSAL**

Transnet Freight Rail, a division of Transnet Limited, invites all Environmental Assessment Practitioners to respond to a request for proposal (RFP). All proposals should include the following:

- a. Project plan (or program) with timelines;
- b. Methodology to undertake the activity;
- c. Proposed budget;
- d. Number of personnel to be assigned to the project; and
- e. References (including list of projects completed for such referees).

**12. EVALUATION CRITERIA**

CRITERIA	WEIGHT	Sub Weights
<b>Category: Technical / Practical (Scoring Matrix)</b>		
• Experience in undertaking EIAs and NHRA permitting process		%
• Project plans (with timeframes)		%
• Approach to the project (i.e. screening)		%
• Capacity to deliver the project		%
•		%
<b>Category: Commercial (Scoring Matrix)</b>		
• Pricing		%
•		%
•		%
•		%
•		%
<b>Category: B-BBEE (Scoring Matrix)</b>		
• B-BBEE certificate and scorecard		%

As per above table, a bidder who does not manage to achieve a minimum of 60% score on technical criterion will be regarded as non-responsive and will be excluded from further evaluations. Transnet shall have the right to disqualify the bidder on grounds that he or she did not achieve a minimum score of 60% on technical criterion.



## **13. GENERAL REQUIREMENTS**

### **13.1. Curriculum vitae**

Incumbent Environmental Assessment Practitioner/s shall supply a full curriculum vitae reflecting experience in this particular field of assessment.

### **13.2. Empowerment of Previously Disadvantaged Communities**

Incumbent service provider/s proposals shall indicate their organizations' contribution to the above, the extent to which Black Economic Empowerment will be advanced within the context of this proposal and composition of the firm as per Transnet Freight Rail's Procurement Policy and Procedures.

### **13.3. Liaison with Regulatory Authorities**

All liaisons with the regulatory authorities such as Department of Environmental Affairs (DEA) or other parties shall take place only with the direct knowledge and prior involvement of Transnet Freight Rail. The Environmental Assessment Practitioner shall at all times respect client privilege and confidentiality as vested in Transnet Freight Rail and shall neither by word nor action jeopardize Transnet Freight Rail's interests in the execution of the project. The above notwithstanding, Transnet Freight Rail will not in any way impinge upon nor constrain the professional independence of the appointed Environmental Practitioner.

### **13.4. Closing date and enquiries**

The closing time and date for a response to this enquiry is **10:00 AM on 15 May 2012**

The incumbent service provider is free to approach only the following designated persons for further information or The Chairman, Transnet Tenders at any time prior to the closing of the Tender with regard to any related enquiry.

Mr. Ndivhuwo Netshilaphala  
Environmental Specialist  
Tel: 011 584 0528  
Fax: 011 584 1330  
Cell: 071 856 3667  
E-mail: [ndivhuwo.netshilaphala@transnet.net](mailto:ndivhuwo.netshilaphala@transnet.net)



**SECTION 5**

**RETURNABLE DOCUMENTS**

Refer Document attached hereto

**C.1.Returnable Schedules / Documents required for tender evaluation purposes (By e.g.**

	<b>Returnable Schedules / Documents</b>	<b>YES/NO/N/A</b>	
1	Certificate Of Authority For Joint Ventures (Where Applicable	x	
2	Schedule of the Tenderers Experience	x	
3	Certificate of Attendance at Clarification Meeting	X	
4	Labour Payment Schedule	X	
5	Supplier Declaration form (version2)	X	
6	Letter of Good Standing with the Compensation Commissioner	x	
7	Original / Certified BBBEE Rating Certificate With Detailed Scorecard	X	
8	Statement Of Compliance With Requirements Of The Scope Of Work	x	
9	Certified Copy of Financial Statements (for the past 3 years) including Balance sheets where BBBEE not provided.	x	
10	Certified Copy of Share Certificates CK1 & CK2	x	
11	Certified Copy Of Certificate Of Incorporation and CM29 and CM9	x	
12	Certified Copy of Identity Documents of Shareholders/Directors/Members (Where Applicable)	x	
13	Cancelled Cheque	X	
14	Original current Tax Clearance Certificate	X	
15	Original Vat Registration Certificate	X	
16	Copy of BEE Policy/BEE Plan/Employment Policy/Procurement Policy	X	

SIGNATURE OF TENDERER:

\_\_\_\_\_

Date:



## SECTION 6

### RFQ NUMBER CRAC/JHB/8612

#### DESCRIPTION: PROVISION FOR THE APPOINTMENT OF THE ENVIRONMENTAL ASSESSMENT PRACTITIONER TO COMMISSION AN EIA PROCESS FOR THE CONSTRUCTION OF THE LIGHTHOUSE AND ASSOCIATED INFRASTRUCTURE AT PORT NOLLOTH, NORTHREN CAPE

### SUPPLIER DECLARATION FORM

Refer Document attached hereto

Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (**SDF**) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

**NB:** *- Failure to submit the above documentation will delay the vendor creation process.*

*- Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.*



## **IMPORTANT NOTES:**

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.  
**NB:** BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.  
**NB:** BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.**

Regards,

Transnet Vendor/Supplier Management *[please substitute this with your relevant Transnet department before sending this document out]*



Supplier Declaration Form

Company Name	Trading						
Company Name	Registered						
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)	< R5 Million		R5-35 million		> R35 million		
Does Your Company Provide	Products		Services		Both		
Area Of Delivery	National		Provincial		Local		
Is Your Company A Public Or Private Entity	Public		Private				
Does Your Company Have A Tax Directive Or IRP30 Certificate	Yes		No				
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							

**BEE Ownership Details**

% Black Ownership		% Black women ownership		% Disabled person/s ownership	
Does your company have a BEE certificate	Yes		No		
What is your broad based BEE status (Level 1 to 9 /					



Unknown)				
How many personnel does the firm employ	Permanent		Part time	

Transnet Contact Person			
Contact number			
Transnet operating division			

**Duly Authorised To Sign For And On Behalf Of Firm / Organisation**

Name		Designation	
Signature		Date	

**Stamp And Signature Of Commissioner Of Oath**

Name		Date	
Signature		Telephone No.	

**NB: Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.**

**2. VENDOR TYPE OF BUSINESS**

*(Please tick as applicable)*

**(\* - Minimum requirements)**

<b>2.1</b>	<b>Indicate the business sector in which your company is involved/operating:</b>		
Agriculture		Mining and Quarrying	
Manufacturing		Construction	
Electricity, Gas and Water		Finance and Business Services	
Retail, Motor Trade and Repair Services		Wholesale Trade, Commercial Agents and Allied Services	
Catering, accommodation and Other Trade		Transport, Storage and Communications	
Community, Social and Personal Services		Other (Specify)	
Principal Business Activity *			



Types of Services Provided	
Since when has the firm been in business?	

2.2 What is your company's annual turnover (excluding VAT)? *									
<R20k	>R20k <R0.3m	>R0.3m <R1m	>R1m <R5m	>R6m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m

2.3 Where are your operating/distribution centres situated *		

**3. VENDOR OWNERSHIP DETAIL**

*(Please tick as applicable)* (\* - Minimum requirements)

3.1 Did the firm previously operate under another name? *			
YES		NO	

3.2 If Yes state its previous name:*	
Registered Name	
Trading Name	

3.3 Who were its previous owners / partners / directors?*	
SURNAME & INITIALS	ID NUMBERS

**3.4 List Details of current partners, proprietors and shareholders by name,**



identity number, citizenship, status and ownership as relevant: *								
SURNAME & INITIALS	IDENTITY NUMBER	CITI- ZENSHIP	HDI	DIS - ABLE D	GENDE R	DATE OF OWNERS HIP	% OWN ED	% VOTI NG

**3.5 List details of current directors, officers, chairman, secretary etc. of the firm: \***

SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS - ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

**3.6 List details of firms personnel who have an ownership interest in another firm: \***

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

**4. VENDOR DETAIL**

(Please tick as applicable)

(\* - Minimum requirements)

**4.1 How many personnel does the firm employ? \***

	BLACK	WHITE	COLOUR ED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						




**4.1.1** In terms of above kindly provide numbers on women and disabled personnel? \*

	BLACK	WHITE	COLOUR ED	INDIAN	OTHER	TOTAL
Women						
Disabled						

**4.2** Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBEE) in the Company \*

SURNAME	INITIALS	DESIGNATION	TELEPHONE NO.

**4.2.1** Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)?

YES		NO	
-----	--	----	--

**4.2.2** Is your company a recipient of Enterprise Development Contributions?\*

YES		NO	
-----	--	----	--

**4.2.3** May the above mentioned information be shared and included in Transnet Database for future reference? \*

YES		NO	
-----	--	----	--

**4.2.4** If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? \*

YES		NO	
-----	--	----	--

**4.2.5** If yes (above) kindly provide the following information:

	BLACK	WHITE	COLOUR ED	INDIAN	OTHER	TOTAL
Permane						



nt						
Part Time						

<b>4.2.6 In terms of above kindly provide numbers on woman and disabled person</b>						
	<b>BLACK</b>	<b>WHITE</b>	<b>COLOURED</b>	<b>INDIAN</b>	<b>OTHER</b>	<b>TOTAL</b>
Women						
Disabled						

<b>4.2.7 Are any of your members/shareholders/directors ex employees of Transnet?</b>			
<b>YES</b>		<b>NO</b>	

<b>4.2.8 Are any of your family members employees of Transnet?</b>			
<b>YES</b>		<b>NO</b>	

<b>4.2.9 If Yes to points 4.2.7 &amp; 4.2.8, list details of employees/ex-employees</b>					
SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

Internal Transnet Departmental Questionnaire (for office use only)


**Section 1: To be completed by the Transnet Requesting / Sourcing Department**

TFR	TRE	TPT	TPL	TNPA	TRN
Creat	Amen	Block	Unblo	Once-Off / Emergency	
Exte	Delet	Undel			

Supplier's trading name	
Supplier's registered	

Please indicate if the Supplier has a contract with sourcing Transnet OD	Yes	No
--	-----	----

If yes please submit a copy of the letter of award	
--	--

**a) What is being procured from the supplier?**

i. Products only	Yes	No
ii. Services only	Yes	No
iii. Labour only	Yes	No



iv. Mix of services and	Yes		No	
v. Mix of services and labour	Yes		No	

b) If your answer is **YES** to questions II, III, IV or V in paragraph a) above, please indicate whether the relevant **PAYE questionnaires** have been forwarded to the appropriate **Transnet Operational Divisions'** decision making bodies / **Strategic Supply Management** team for a directive /decision on tax withholding from payments to this supplier.

Yes		No	
-----	--	----	--

c) If your reply to (b) is "NO", please furnish \_\_\_\_\_

d) Certification and Approval of proposed Vendor Creation/Unblocking/Other Changes by Transnet Official with Appropriate Delegated Authority :

**I HEREBY CERTIFY THAT THE TRANSNET DETAILED PROCUREMENT PROCESS (DPP) / PROCUREMENT MECHANISM HAS IN ALL RESPECTS BEEN ADHERED TO AND I THEREFORE APPROVE THE PROPOSED VENDOR CREATION/APPROVAL/OTHER CHANGES TO BE EFFECTED ON THE VENDOR MASTER**

Name	Grade	Date								Signature
		Y	Y	Y	Y	M	M	D	D	

Tel No:		Fax	
---------	--	-----	--

**Section 2: To be completed by the BEE Department (this section is for**

NARROW BASED				BROADBASED (BBBEE)										
BEE O	BWB	DP	MR	CONTB. LEVEL	EME: <R5m	QSE: >R5m <R35m	LARGE: >R35m	VALIDITY DATE						
Name				Grade		Date				Signature				
						Y	Y	Y	Y	M	M	D	D	
						Y	Y	Y	Y	M	M	D	D	



## **SECTION 7**

### **RFQ NUMBER CRAC/JHB/8612**

#### **DESCRIPTION: PROVISION FOR THE APPOINTMENT OF THE ENVIRONMENTAL ASSESSMENT PRACTITIONER TO COMMISSION AN EIA PROCESS FOR THE CONSTRUCTION OF THE LIGHTHOUSE AND ASSOCIATED INFRASTRUCTURE AT PORT NOLLOTH, NORTHREN CAPE**

#### **TRANSNET LIMITED / CONTRACTORS / SUB-CONTRACTORS**

#### **CONTRACTUAL SAFETY CLAUSES WHICH WILL FORM PART OF ANY RESULTING CONTRACT**

The parties agree on the following arrangements according to section 37 (2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) to ensure compliance by the mandatory with provisions of the Act.

- 1) That the contractor is an “employer” in his own right as defined in section 1 of Act 85 of 1993 and that he must fulfill all his obligations as an employer in terms of the Act.
- 2) The contractor shall comply with the requirements of Act 85 of 1993 in its entirety.
- 3) Where special permits are required, such as electrical switching, hot work permits, etc. the contractor shall obtain them from a person designated by Transnet Limited for this purpose, and all requirements of the contractor must rigidly comply with the permit.
- 4) The contractor shall conduct a risk assessment of the work to be performed by a competent person prior to the commencement of work, to identify risks and hazards that persons may be exposed to, analyse and evaluate identified hazards.
- 5) The contractor shall have a documented Health and Safety Plan based on the risks and hazards identified before commencement of work.
- 6) The Health and Safety Plan shall include the following:
  - 6.1 The safety management structure to be instituted with all appointments in terms of the Act and Regulations
  - 6.2 The safe working methods and procedures to be implemented to ensure work is performed in compliance to the Act.
  - 6.3 The safety equipment, devices and clothing to be made available by the contractor to his employees.
  - 6.4 The site access control measures pertaining to health and safety to be implemented.



6.5 Control measures for ensuring that the Health and Safety Plan is maintained and monitored for the duration of the contract.

- 7) The contractor shall ensure that all work is performed under the close supervision of a person trained to understand the hazards associated with the work performed and who has authority to ensure that the necessary precautionary measures are implemented.
- 8) The contractor must appoint a Health and Safety Co-ordinator to liaise with Transnet Limited on matters pertaining to occupational health and safety.
- 9) The appointed Safety Co-ordinator must liaise at least once a week with the\* Health and Safety Section / Risk Manager /Occupational Risk Manager of Transnet Limited.
- 10) The contractor shall furnish the\* Health and Safety Section/ Risk Manager/ Occupational Risk Manager of Transnet Limited immediately with full particulars of any sub-contractor which he may involve in the contract in order that the sub-contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.
- 11) The contractor shall stop any subcontractor from executing work which is not in accordance with the Health and Safety Plan or which poses a threat to health and safety of persons.
- 12) The contractor shall ensure that all his employees and visitors undergoes health and safety induction pertaining to the hazards prevalent, proof of such training must be kept on file.
- 13) In the event where the risk assessment reveals the risk relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a Fall Protection Plan.
- 14) The Fall Protection Plan shall include:
  - 14.1 A risk assessment of all work carried out from an elevated position
  - 14.2 Procedures and methods to address all the identified risks per location
  - 14.3 Evaluation of employees physical and psychological fitness necessary to work at elevated position.
  - 14.4 The training of employees working from an elevated position.
  - 14.5 Procedure addressing the inspection, testing and maintenance of all fall protection equipment.
- 15) The contractor shall advise the \* Health and Safety Section / Risk Manager/ Occupational Risk Manager of Transnet Limited of any hazardous situations which may arise from work being performed either by the contractor or his sub-contractor.
- 16) Copies of all appointments required by the act must be given to \* Health and Safety Section / Risk Manager / Occupational Risk Manager of Transnet Limited.
- 17) The contractor shall ensure that a Health and Safety File is available which shall include all documentation as required by the Act, copy of his and his subcontractors Risk Assessment and Health and Safety Plan.
- 18) All incidents referred to in Section 24 of the Act involving the contractor and his subcontractor on Transnet Ltd premises, shall be reported as prescribed. Transnet



Ltd hereby obtains an interest in the issue of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the contractor, his subcontractor, any person or machinery under his control on Transnet Ltd premises.

- 19) No alcohol or any other intoxicating substance shall be allowed on Transnet Ltd premises. The contractor shall not allow anyone under or suspected to be under the influence of alcohol or any other intoxicating substance on Transnet Ltd premises.
- 20) A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Disease Act 1993 (Act 130 of 1993) must also be furnished.
- 21) All clauses in the contract pertaining health and safety forms an integral part of the contract and if not complied with may be construed as breach of contract.

\*As applicable

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**SECTION 8**

**RFQ NUMBER CRAC/JHB/8612**

**DESCRIPTION: PROVISION FOR THE APPOINTMENT OF THE ENVIRONMENTAL ASSESSMENT PRACTITIONER TO COMMISSION AN EIA PROCESS FOR THE CONSTRUCTION OF THE LIGHTHOUSE AND ASSOCIATED INFRASTRUCTURE AT PORT NOLLOTH, NORTHREN CAPE**

**GENERAL TERMS AND CONDITIONS (CSS5 – SERVICES)**

Refer Document attached hereto

"Preview Copy Only"



**SECTION 9**

**RFQ NUMBER CRAC/JHB/8612**

**DESCRIPTION: PROVISION FOR THE APPOINTMENT OF THE ENVIRONMENTAL ASSESSMENT PRACTITIONER TO COMMISSION AN EIA PROCESS FOR THE CONSTRUCTION OF THE LIGHTHOUSE AND ASSOCIATED INFRASTRUCTURE AT PORT NOLLOTH, NORTHREN CAPE**

**STANDARD TERMS AND CONDITIONS OF CONTRACT (US7 – SERVICES)**

**Refer Document attached hereto**

"Preview Copy Only"



## SECTION 10

### RFQ NUMBER CRAC/JHB/8612

### DESCRIPTION: PROVISION FOR THE APPOINTMENT OF THE ENVIRONMENTAL ASSESSMENT PRACTITIONER TO COMMISSION AN EIA PROCESS FOR THE CONSTRUCTION OF THE LIGHTHOUSE AND ASSOCIATED INFRASTRUCTURE AT PORT NOLLOTH, NORTHREN CAPE

Refer Document attached hereto

### NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT** is made the ..... day of ..... 2010

#### **BETWEEN:**

- (1) **Transnet Limited** ("Transnet") (Registration Number 1990/000900/06) whose registered office is at 49<sup>th</sup> Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001, and
- (2) [.....] ("the Company") (Registration Number .....) whose registered office is at [.....]

#### **WHEREAS**

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

#### **IT IS HEREBY AGREED**

##### **1. Interpretation**

##### **1.1 In this Agreement:-**

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



**“Confidential Information”** means Information 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 Proposal 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:-

- (i) is publicly available at the time of its disclosure or becomes publicly available (other than as result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this letter); or
- (ii) 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
- (iii) 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;

**“Group”** means any subsidiary, any holding company and any subsidiary of any holding company of either party;

**“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;

**“Proposal”** means the aggregation of Transnet’s Request for Information (RFI) and Request for Proposal (RFP).

## **2. Confidential Information**

- 2.1 The Receiving Party will treat and keep all Confidential Information 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 Proposal or for the subsequent performance of any contract between the parties in relation to the Proposal.



- 2.3 Notwithstanding clause 2.1, the Receiving Party may disclose Confidential Information:
- (i) To those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 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
  - (ii) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3 (ii) above, it shall promptly notify the Disclosing Party and co-operate 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 to at least the same standard as the Receiving Party keeps its own Confidential Information. The Receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure as permitted in accordance with this Agreement.
- 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 Receiving Party shall, within seven days of receipt of a written demand from the Disclosing Party or of its ceasing to be interested in the Proposal:
- (i) Return all written Confidential Information (including all copies); and
  - (ii) 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 Receiving Party or on its behalf (including by any person to whom disclosure has been made as permitted under clause 2.3(i) above).

The obligations in this clause 3.3 shall not apply to the extent that (but only for so long as) it is necessary to retain copies for the purpose of providing information to any regulatory authority in accordance with clause 2.3 (ii) above.

- 3.4 The Receiving Party shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3 (ii) above.

#### **4. Announcements**

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Proposal 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 [be continuing and shall survive the termination of any discussions or negotiations between the parties regarding the Proposal continue for a period of 3 (three) 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 Proposal and in complying with the terms of this Agreement.

#### **7. Representations**



- 7.1 Each party agrees that any Information made available to the Receiving Party or its Agents for the purpose of negotiations or discussions in relation to the Proposal will not form the basis of, or any representation in relation to, any contract, nor constitute an offer or invitation by the Disclosing Party.
- 7.2 Except in the case of fraudulent misrepresentation, the Disclosing Party accepts no responsibility for nor makes any representation or warranty, express or implied, with respect to the accuracy, reliability or completeness of any Information made available to the Receiving Party or its Agents.

## **8. Adequacy of damages**

- 8.1 Without prejudice to any other rights or remedies of the Disclosing Party, the Receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this Agreement and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the Receiving Party or its Agents, and no proof of special damages shall be necessary for the enforcement of the rights under this Agreement.
- 8.2 Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available by 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.

## **9. Data Protection**

The Receiving Party warrants that it and its Agents have the appropriate technical and organizational measures in place against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data held or processed by them.

## **10. General**

- 10.1 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.
- 10.2 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.



- 10.3 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.
- 10.4 This Agreement may only be modified by a written agreement duly signed by persons authorized on behalf of each party.
- 10.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 10.6 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.

T

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

"Preview Copy Only"



**TRANSNET LIMITED:**

**By:** .....  
(Signature)

**Print name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

*[Insert company name]:*

**By:** .....  
(Signature)

**Print name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

"Preview Copy Only"

TRANSNET



delivering on our commitment to you

# Suppliers Code of Conduct



## Suppliers 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:

- » 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); and
- » The Anti-Corruption Act.

This code of conduct has been compiled to formally apprise 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.

**Transnet 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 influence the outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; 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" Hotline to report these acts - 0800 003 056.

**Transnet is firmly committed to 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 non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

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

- >> Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities.





These include, but are not limited to:

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
- Collusion;
- Failure to disclose accurate information required during the sourcing activity (ownership financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and harassment, intimidation or other aggressive actions towards Transnet employees.

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



### Conflict of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet. Examples are:

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

Show that you support good business practice by logging onto [www.transnet-suppliers.net](http://www.transnet-suppliers.net) and completing the form.

This will allow us to confirm that you have received, and agree to, the terms and conditions set out in our Suppliers Code of Conduct.

**TIP-OFFS ANONYMOUS HOTLINE  
0800 003 056**



"Preview Copy Only"