



Transnet Freight Rail, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] NO. CRAC-JHB-11246

**FOR THE SUPPLY/PROVISION OF: APPOINTMENT OF THE ENVIRONMENTAL
ASSESSMENT PRACTITIONER/S TO CONDUCT A NEMA
S24G RECTIFICATION PROCESS FOR THE SERVICE ROAD
UPGRADE FOR RAILWAY LINE, BETWEEN TANKARA LEVEL
CROSSING AND COEGA STATION, EASTERN CAPE**

FOR DELIVERY TO: COEGA STATION AND TANKATA LEVEL CROSSING

ISSUE DATE: 16 July 2013

CLOSING DATE: 30 July 2013

CLOSING TIME: 10:00 am

"PREVIEW COPY ONLY"

Section 1 NOTICE TO BIDDERS

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

METHOD: hand / post and/or courier

CLOSING VENUE: The Secretary, Transnet Acquisition Council, Ground Floor, Tender Box, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg, 2001.

1 Responses to RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

2 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" to companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

2.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note the following:

- Functionality is included at a pre-qualification stage with a prescribed percentage threshold of 60 %
- Proposals will be evaluated on price which will be allocated 80 or 90 points and preference which will be allocated 20 or 10 points, dependent on the value of the Goods or Services.

The 80/20 preference point system applies where the acquisition of the Goods or Services will be less than R1 000 000.00.

- If the 80/20 preference point system is stipulated and all Bids received exceed R1 000 000.00, the RFQ will be cancelled.
- The 90/10 preference point system applies where acquisition of the Goods or Services will exceed R1 000 000.00
- If the 90/10 preference point system is stipulated and all Bids received are equal to or below R1 000 000.00, the RFQ will be cancelled.
- In this RFQ, Transnet will apply **80/20** preference point system prescribed in the PPPFA.

In compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 valid B-BBEE Verification Certificates must be issued by:

- (i) Verification Agencies accredited by the South African National Accreditation System [SANAS]; or
- (ii) Registered Auditors approved by the Independent Regulatory Board of Auditors [IRBA], in accordance with the approval granted by the Department of Trade and Industry.

Enterprises will be rated by such agencies based on the following:

a) Large Enterprises [i.e. annual turnover greater than R35 million]:

- Rating level based on all seven elements of the B-BBEE scorecard

b) Qualifying Small Enterprises – QSE [i.e. annual turnover between R5 million and R35 million]:

- Rating based on any four of the elements of the B-BBEE scorecard

c) Exempted Micro Enterprises – EME [i.e. annual turnover less than R5 million]:

In accordance with B-BBEE Codes of Good Practice [Statement 000, Section 4], any enterprise with an annual total revenue of R 5 million or less qualifies as an EME.

- Automatic rating of B-BBEE Level 4 irrespective of race or ownership
- Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

Sufficient evidence to qualify as an EME would be a certificate (which may be in the form of a letter) from an auditor or accounting officer or a certificate from a Verification Agency accredited by SANAS. The certificate must confirm the company's turnover, black ownership / black female ownership, B-BBEE status level and validity date.

Respondents are required to furnish proof of the above to Transnet. [i.e. a valid detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or a valid certificate in respect of EMEs].

Transnet will accordingly allocate a maximum of **20 [twenty] points** in accordance with the **80/20** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPFA) Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating. [Refer **Annexure A- B-BBEE Preference Points Claim Form** for further details].

N.B. Failure to submit a B-BBEE certificate, which is valid as at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.

*[Refer clause **Error! Reference source not found.** below for Returnable Documents required]*

3 Communication

Respondents are warned that a response will be liable for 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 this 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 written enquiries relating to the RFQ to the following Transnet employee:

Name: Ayanda Msomi

Email: ayanda.msomi@transnet.net

Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Transnet Acquisition Council on any matter relating to its RFQ response:

Telephone 011-544-9486

Email prudence.nkabinde@transnet.net

On or after 16/07/2013 the RFQ documents may be inspected at, and are obtainable from the office Transnet Freight Rail Tender Advice Centre , Ground Floor Inyanda 1 Wellington Road, and Parktown

A non-refundable tender fee of R150.00 (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 RFQ CRAC-JHB- 11246 and the Company Name.

Receipt/s to be presented prior to collection of the tender/s.

4 Tax Clearance

The Respondent's original valid Tax Clearance certificate must accompany the Quotation. Failure to provide this document with the RFQ submission will result in disqualification.

5 VAT Registration

The valid VAT registration number must be stated here: _____ [if applicable].

6 Legal Compliance

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

7 Changes to Quotations

Changes by the Respondent to its submission will not be considered after the closing date and time.

8 Pricing

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.

9 Prices Subject to Confirmation

Prices quoted which are subject to confirmation will not be considered.

10 Negotiations

Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents.

11 Binding Offer

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

12 Disclaimers

Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider; or
- make no award at all.

In addition, Transnet reserves the right to exclude any Respondent from the bidding 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. Respondents are required to indicate below whether or not they have been found guilty of a serious breach of law during the past 5 [five] years:

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 Respondent 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 Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

13 Evaluation Criteria

Transnet will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

- Administrative responsiveness - Completeness of response and returnable documents
- Substantive responsiveness – Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given
- Technical threshold of 60%: Transnet reserves the right to change the threshold

Pre-Qualifying Criteria:

- Programme: Programme which provides the detail that would indicate the order and timing of activities to carry out the services in terms of the employer's requirements specific to the project within stipulated timeframes. Any other requirements for the programme are stated in the scope
- Previous projects: Project relevant experience (list of previous projects undertaken by consultant relating to the similar work). Only projects where team members were involved will be taken into account
- Individual experience: Capacity of the team and qualification and experience of individual key staff and specialists that will form part of the consultant's team. (organogram and CV's to be included as well as clear indication of roles and responsibilities and specific function of each member)

Commercial:

- Competitive pricing

B-BBEE status of company

- Provide BBEE level Certification and Score Card
- Weighted evaluation based on 80/20 preference point system as indicated in paragraph 2:
 - Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical
 - B-BBEE status of company

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (80/20 system) |
|------------------------------------|---------------------------------|
| 1 | 20 |
| 2 | 18 |
| 3 | 16 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

14 Validity Period

Transnet desires a validity period of 30 [thirty] days from the closing date of this RFQ.

This RFQ is valid until 30 July 2013

¹ Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

15 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

16 Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

17 Disclosure of Prices Quoted

Respondents must indicate here whether Transnet may disclose their quoted prices and conditions to other Respondents:

YES NO

18 Returnable Documents

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below.

a) Respondents are required to submit with their Quotations the **mandatory Returnable Documents**, as detailed below.

Failure to provide all these Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the table below:

| Returnable Documents | Submitted [Yes or No] |
|---|-----------------------|
| SECTION 2 : Quotation Form | |
| Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub-contractors must submit a separate Tax Clearance Certificate for each party] | |
| | |

b) In addition to the requirements of section (a) above, Respondents are further required to submit with their Quotations the following **essential Returnable Documents** as detailed below.

Failure to provide all these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these documents are returned with their Quotations.

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these essential Returnable Documents by so indicating [Yes or No] in the table below:

| Returnable Documents | Submitted [Yes or No] |
|---|--------------------------|
| SECTION 1 : Notice to Bidders | |
| <ul style="list-style-type: none"> - Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard | |
| <ul style="list-style-type: none"> - Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMES] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard | |
| <ul style="list-style-type: none"> - In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement | |
| <ul style="list-style-type: none"> - SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods or Services to Transnet | |
| SECTION 4 : Vendor Application Form | |
| <ul style="list-style-type: none"> - Original cancelled cheque or bank verification of banking details | |
| <ul style="list-style-type: none"> - Certified copies of IDs of shareholder/directors/members [as applicable] | |
| <ul style="list-style-type: none"> - Certified copy of Certificate of Incorporation [CM29/CM9 name change] | |
| <ul style="list-style-type: none"> - Certified copy of share certificates [CK1/CK2 if C.C.] | |
| <ul style="list-style-type: none"> - Entity's letterhead | |
| <ul style="list-style-type: none"> - Certified copy of VAT Registration Certificate [RSA entities only] | |
| <ul style="list-style-type: none"> - Certified copy of valid Company Registration Certificate [if applicable] | |
| <ul style="list-style-type: none"> - A signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures | |
| | |

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**Section 2
QUOTATION FORM**

I/We _____
hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard Terms and Conditions for the Supply of Goods or Services to Transnet [Section 3 hereof]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations and/or having to accept any less favourable offer.

Price Schedule

I/We quote as follows for the goods required, on a "delivered nominated destination" basis, excluding VAT:

| Item No | Description of Goods /Services | Unit of Measure | Quantity | Unit Price (ZAR) | Total Price (ZAR) |
|---------|--------------------------------|-----------------|----------|------------------|-------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |

Delivery Lead-Time from date of purchase order : _____ **[days/weeks]**

Notes to Pricing:

- All Prices must be quoted in South African Rand, exclusive of VAT
- To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

Section 3

CRAC-JHB-11246

SCOPE OF WORK

1 TASK SUMMARY

The task involves commissioning of the NEMA S24G Rectification Process, in accordance with the National Environmental Management Act, 1998 (Act No.107 of 1998) and all relevant regulations promulgated in terms of the said Act, in response to the service road upgrade between Tankatara level crossing and the Coega station, Eastern Cape. Where conflict or discrepancy exists between a specific procedure, requirement or definition contained in this document, with that of the EIA regulations, the latter will take precedence.

The appointed Consultant will be required to conduct a comprehensive screening exercise to ensure that all contraventions have been identified for submission to the relevant authorities. The following listed activity has already been identified by Transnet Freight Rail:

- GN.R. 544 – Activity 11: The construction of infrastructure or structures covering 50 square metres or more, where such construction occurs within a watercourse or within 32 metres of the watercourse, measured from the edge of a watercourse, excluding where such construction occurs behind the development setback line.
- GN.R. 546 – Activity 4 (a) (ii) (ee) (gg): The construction of a road wider than 4 metres with a reserve less than 13, 5 metres, in the Eastern Cape, outside urban areas in a critical biodiversity areas as identified in systematic biodiversity plans adopted by the competent authority or in bioregional areas or 5 km from any other protected areas identified in terms of NEMPAA or from the core areas of a biosphere reserve.
- GN.R. 546 – Activity 12 (b): The clearance of an area of 300 square metres or more vegetation where 75% or more of the vegetation cover constitutes indigenous vegetation within a critical biodiversity areas as identified in systematic biodiversity plans adopted by the competent authority or in bioregional areas.
- GN.R. 546 – Activity 13 (a) (c) (ii) (ff): The clearance of an area of 1 hectare or more vegetation where 75% or more of the vegetation cover constitutes indigenous vegetation, in the Eastern Cape, outside urban areas, within a critical biodiversity areas and ecological support areas as identified in systematic biodiversity plans adopted by the competent authority or in bioregional areas or 5 km from any other protected areas identified in terms of NEMPAA or from the core areas of a biosphere reserve.
- GN.R. 546 – Activity 14 (a) (i): The clearance of an area of 5 hectares or more vegetation where 75% or more of the vegetation cover constitutes indigenous vegetation, in the Eastern Cape, outside urban areas.
- GN.R. 546 – Activity 19 (a) (ii) (ee) (gg): The widening of road by more than 4 metres or the lengthening of road by more than 1 kilometre, in the Eastern Cape, outside urban areas within a critical biodiversity areas as identified in systematic biodiversity plans adopted by the competent authority or in bioregional plans or 5 km from any other protected areas identified in terms of NEMPAA or from the core areas of a biosphere reserve.
- GN.R. 546 – Activity 24 (a) (ii) (ee) (gg): The expansion of infrastructure where the infrastructure will be expanded by 10 square metres or more, where such construction occurs within watercourse or within 32 metres of a watercourse, measured from the edge of a

watercourse, excluding where such construction occurs behind the development setback line, in the Eastern Cape, outside urban areas, within a critical biodiversity areas as identified in systematic biodiversity plans adopted by the competent authority or in bioregional plans or 5 km from any other protected areas identified in terms of NEMPAA or from the core areas of a biosphere reserve

- National Water Act, 1998 (Act No. 36 of 1998): 21 (a) Taking water from a water resource, (c) Impeding or diverting the flow of water in a watercourse and (i) Altering the bed, banks, course or characteristics of a watercourse.
- Nature and Environmental Conservation Ordinance 19 of 1974: Permit for the disturbance of protected flora

The service provider is further expected to scope all environmental and environmental related permits and/or licences applicable to the proposed project and ensure that these are obtained as part of the EIA process.

2 PROJECT DESCRIPTION

Transnet Freight Rail has upgraded a service road with a 12km length and width of approximately 3-4m on either side. An estimated 5.5ha of indigenous vegetation has been cleared. Vegetation has also been cleared to make several turning areas for the machinery used on site. Indigenous vegetation was cleared on the banks of the Coega River between the old and new Coega River rail bridges to provide access to the river for water tankers. The water used during construction was pumped from the Coega River. In so doing so, the river banks were altered. The upgraded road crosses at least two small seasonal watercourses.

Specialist Studies

The EAP will be required to appoint specialists to undertake the specialist studies that will be required for the upgraded service road. As a minimum, **Terrestrial and Aquatic Biodiversity Assessment** have been identified as a specialist study to undertake for this project and must be budgeted for by the EAP and priced for in his tender submission:

Consulting Team Requirements

The team must have personnel who have the following key competencies:

- Environmental impact assessment
- Project management
- Public participation/ facilitation

Composition of the team

- The EAP must have undertaken and completed at least five environmental impact assessment processes, at least one as NEMA S24G Rectification process.
- The Project Manager must have at least eight years relevant experience.
- The team must include a proficient public participation facilitator/company with a minimum of five years' experience. The public participation process must be cognisant of language requirements and ensure that consultation with I&APs is open and transparent.

- Any *sub-consultants* contracted by the appointed EAP to undertake specialist studies or other relevant environmental approval processes, must meet the requirements with respect to experience and qualifications.

3. THE ACTIVITIES

The tasks that are listed below are generic to the process normally required by DEA with respect to NEMA S24G Rectification application. The tasks have been categorised according to certain phases. In all the subsections for each task, only what are considered the main tasks, deliverables, etc have been listed. The *Consultant* shall carry out all the tasks as normally required, to fulfil the application of this nature.

Task 1: Project Initiation

Tasks will include but not necessarily be limited to the following main activities.

- Conduct a comprehensive screening exercise to identify any applicable listed activities that have been contravened by this project
- Prepare and submit an application for rectification as required in terms of NEMA S24G together with all the prescribed documents to the Department of Environmental Affairs (DEA).
- Review and understand existing project data and information which will be provided by Transnet to the EAP on request.
- Identify project information gaps and list information requirements.
- Project initiation meeting and site visit.

The deliverables include, but not limited to -

- Environmental authorisation application forms and other relevant documents.
- Minutes of all project progress and planning meetings.
- Project plan and schedule.

Task 2: Public participation

Carry out a public participation process to comply with regulations 54 – 57 inclusive of GN.R. 543, June 2010. Tasks will include but not necessarily be limited to the following main activities.

- Plan, implement and manage all aspects of the public participation programme for all the parts of the Project. This includes keeping a detailed record of all public participation activities, comments received and responses to these in terms of the NEMA Regulations.
- Develop and maintain a comprehensive database of stakeholders as required by the NEMA Regulations. The database shall differentiate clearly with respect to key stakeholders as required by the NEMA Regulations.
- Announce and advertise the environmental assessment process and application for environmental authorisation appropriately, in terms of the requirements of the NEMA Regulations.

- Such announcements and advertisements shall include but not necessarily be limited to press releases, a background information document, site notice boards, and letters to stakeholders, telephone calls, e-mail correspondence and information placed on the internet.
- Liaise and consult with the competent authority and other government departments that are relevant to the Project. This includes but is not necessarily limited to DEA, DWA and relevant departments within Municipalities.
- Where appropriate organise, conduct and record the discussions and inputs received from workshops aimed at the Competent Authority and key stakeholders.
- Where appropriate organise and convene appropriate focus group meetings to inform the public of the contents of, the findings and recommendations contained in the reports.
- Record comments and inputs from stakeholders and draw up a Comments and Response report based on the feedback obtained from stakeholders.
- Include the Comments and Response Report in the Draft Report.
- Appropriate distribution of all reports and documentation in compliance with the Regulations and as required by the Competent Authority.
- Ongoing consultation with authorities and the broader stakeholder base throughout the process.
- Notification to stakeholders of the decision of the competent authority on the application.
- Handle any appeals in consultation with the Employer, as and when necessary.

The deliverables include, but not limited to:

- All requirements of regulations 54 to 57 inclusive, of GN.R 543.
- Register of I&APs, stakeholders and lead stakeholders.
- Minutes of all relevant project and public meetings, workshops and discussions.
- All public documents such as advertisements, background information document, letters, press releases and the like.
- Reports (e.g. comments response report, public participation report, etc.).

Task 3: Impact Assessment

Carry out environmental impact assessment in terms of regulations 21-25 of GN.R. 543 of June 2010. The tasks involved include but are not necessarily limited to:

- Project management.
- Prepare a plan of study for EIA.
- Identify and draw up final terms of reference for specialist studies (where necessary)
- Appoint specialists to carry out studies (where necessary)
- Undertake site visits.
- Arrange and conduct integration meetings with specialists.
- Review specialist reports.
- Compile draft report
- Compile draft environmental management programme (EMPr) as required in terms of regulation 33 of GN.R R543 of June 2010.

- *Employer*, peer and public review of draft report and draft EMP.
- Arrange and conduct meetings, workshops and interactions with stakeholders.
- Analyse feedback from Stakeholders and compile final BAR and final EMP.
- Finalise documentation and submit to authorities for consideration.

The deliverables include, but not limited to -

- Specialist Reports (where required)
- Draft Report.
- Final Report.
- All relevant requirements of regulations 21 to 25 inclusive, of Regulation R 543 of June 2010.
- Minutes of all relevant project planning and progress meetings.

Task 4: Project Management

Tasks will include but not necessarily be limited to the following main activities.

- Project planning and management of all project tasks and deliverables.
- Hold project planning and coordination meetings.
- Submit monthly project progress reports to the *Employer*.
- Attend and take the minutes of *Employer's* formal monthly project progress meetings.
- Draw up and revise the project programme when necessary.
- Arrange and hold project meetings with DEA in Pretoria.
- Arrange and hold courtesy meetings with provincial departments.
- Manage specialist investigations.
- Manage review processes.
- Liaise with *Employer*.
- Liaise with authorities.

The deliverables include, but not limited to -

- General project communication.
- Minutes of all project related meetings.
- Project management of public participation process.
- Project management of specialists.
- Draft Report.
- Draft Environmental Management Plan.
- Final Report.
- Final Environmental Management Plan.

4. Procurement

4.1 Sub-Consultants

The Consultant shall not appoint sub-consultants without the prior approval of the Employer and all sub-consultants will be required to conform to the requirements as set out herein as if they were employees of the Consultant. The Consultant shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any sub-consultants.

4.2 Pricing

The quote for the entire service provision should be priced on an activity basis. Activities and costing thereof must be specified. For more information, please find attached a costing framework as **Annexure A**.

NB: Please be informed that the tasks and activities displayed in Annexure A must only be used as reference and not a template.

"PREVIEW COPY ONLY"

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET

A Supplier/Service Provider shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [**Terms** and each **Term**] and Transnet's purchase order(s) [**Order** or **Orders**] represent the only conditions upon which Transnet SOC Ltd [**Transnet**] procures goods [**the Goods**] or services [**the Services**] specified in the Order from the person to whom the Order is addressed [**the Supplier/Service Provider**]. Transnet does not accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

2 CONFORMITY WITH ORDER

Goods/Services shall conform strictly with the Order. The Supplier/Service Provider shall not vary the quantities specified and/or the specifications, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Service Provider warrants that the Goods/Services shall be fit for their purpose and of satisfactory quality.

3 DELIVERY AND TITLE

3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's/Service Provider's obligations under the Order.

3.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.

4 PRICE AND PAYMENT

4.1 Prices specified in an Order cannot be increased. Payment for the Goods/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

4.2 Payment of the Supplier's/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30

[thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

5 PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Goods/Services or any written material provided to Transnet relating to any Goods/Services or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier/Service Provider hereby indemnifies Transnet against and holds it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/Service Provider following a decision or process originated and furnished by Transnet. The Supplier/Service Provider shall either:

- a) procure for Transnet the right to continue using the infringing Goods; or
- b) modify or replace the Goods/Services so that they become non-infringing,

provided that in both cases the Goods/Services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Goods/Services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of any continued use of the infringing Goods/Services after Supplier's/Service Provider's prior written request to remove the same.

6 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier's/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier/Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet. shall be the property of Transnet on creation.

7 PUBLICITY

The Supplier/Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Goods in connection with any publicity without Transnet's prior written consent.

8 TERMINATION OF ORDER

- 8.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier/Service Provider when such work on the Order shall stop.
- 8.2 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.
- 8.3 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 8.4 If the Goods or Services are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Goods or any damage caused due to the failure or delay in the delivery.

9 ACCESS

The Supplier/Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's/Service Provider's employees. The Supplier/Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

10 WARRANTY

The Supplier/Service Provider warrants that it is competent to supply the Goods/Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Goods/Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to [inter alia] the Goods/Services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

11 INSOLVENCY

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors

or passes a resolution for the writing up or administration of the Supplier/Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

12 ASSIGNMENT

The Supplier/Service Provider shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

13 NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

14 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

15 GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses **Error! Reference source not found., Error! Reference source not found., Error! Reference source not found., Error! Reference source not found., and Error! Reference source not found.** Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

16 COUNTERPARTS

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

By signing this RFQ document, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed to properly take it into account for the purpose of calculating quoted prices or otherwise.

SIGNED at _____ on this _____ day of _____ 20__

.....

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

NAME: _____

DESIGNATION: _____

REGISTERED NAME OF COMPANY: _____

PHYSICAL ADDRESS:

Respondent's contact person *[Please complete]*

| | |
|--------------|--|
| Name | |
| Designation | |
| Telephone | |
| Cell Phone : | |
| Facsimile : | |
| Email : | |
| Website : | |



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

 Respondent's Signature

 Date & Company Stamp

**Section 4
VENDOR APPLICATION FORM**

Respondents are to furnish the following documentation and complete the Vendor Application Form below:

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details **[with bank stamp]**
2. **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
3. **Certified** copy of Certificate of Incorporation, CM29 / CM9 [name change]
4. **Certified** copy of Share Certificates [CK1/CK2 if CC]
5. A letter on the company's letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate
7. **Certified copy** of VAT Registration Certificate
8. **Certified copy** of valid Company Registration Certificate [if applicable]
9. A signed letter from your auditor or accountant confirming most recent annual turnover figures

Vendor Application Form

| | | | |
|---|----------------------------------|--------------------------------------|--|
| Company trading name | | | |
| Company registered name | | | |
| Company registration Number or ID Number if a Sole Proprietor | | | |
| Form of entity [v] | <input type="checkbox"/> CC | <input type="checkbox"/> Trust | <input type="checkbox"/> Pty Ltd |
| | <input type="checkbox"/> Limited | <input type="checkbox"/> Partnership | <input type="checkbox"/> Sole Proprietor |
| VAT number [if registered] | | | |
| Company telephone number | | | |
| Company fax number | | | |
| Company email address | | | |
| Company website address | | | |
| Bank name | | Branch & Branch code | |
| Account holder | | Bank account number | |
| Postal address | | | Code |
| Physical Address | | | |

Respondent's Signature

Date & Company Stamp

| | | | |
|---|----------|------------|---------|
| | | | Code |
| Contact person | | | |
| Designation | | | |
| Telephone | | | |
| Email | | | |
| Annual turnover range [last financial year] | < R5 m | R5 - 35 m | > R35 m |
| 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 services [e.g. Stationery/Consulting] | | | |

Complete B-BBEE Ownership Details:

| | | |
|---|-------------------------|----------------------------|
| % Black ownership | % Black woman ownership | % Disabled Black ownership |
| Does your company have a B-BBEE Certificate | Yes | No |
| What is your B-BBEE status [level 1 to 9 / Unknown] | | |
| How many personnel does the firm employ | Permanent | Part time |

If you are an existing Vendor with Transnet please complete the following:

| | |
|-----------------------------|--|
| Transnet contact person | |
| Contact number | |
| Transnet Operating Division | |

Duly authorised to sign for and on behalf of Company / Organisation:

| | | | |
|-----------|--|-------------|--|
| Name | | Designation | |
| Signature | | Date | |

ANNEXURE A

| TRANSNET Costing Schedule for Basic Assessment Process | | | | | | | |
|---|--------------------|------|------|-------|------------|---------|---------------|
| | Cost per hour/unit | Rate | Days | Hours | Kilometers | Costing | |
| PHASE 1: COMMENCEMENT, SITE INVESTIGATION & SPECIALIST STUDIES | | | | | | | |
| Site investigation to confirm extent of project & alternatives | | | | | | | |
| Site investigation with specialists (familiarization of site) | | | | | | | |
| Liaison with DEAT & Registration | | | | | | | |
| <i>Project Management</i> | | | | | | | |
| Overall Project Management Fee | | | | | | | |
| <i>Disbursements :</i> | | | | | | | |
| Basic charge for project | | | | | | | |
| Accommodation | | | | | | | |
| Travel time | | | | | | | |
| Travelling cost (site visits) | | | | | | | .00 |
| <i>Specialist Studies</i> | | | | | | | |
| <i>Visual Impact Assessment Studies</i> | | | | | | | |
| Site Investigation | | | | | | | |
| Report writing | | | | | | | |
| <i>Disbursements :</i> | | | | | | | |
| Accommodation | | | | | | | |
| Travel time | | | | | | | |
| Travelling cost | | | | | | | R 0.00 |
| TOTAL PHASE 1 (VAT EXCL) : COMMENCEMENT, SITE INVESTIGATION & SPECIALIST STUDIES | | | | | | | R 0.00 |
| PHASE 2: PUBLIC PARTICIPATION PROGRAMME, DRAFT BAR & EMP | | | | | | | |
| <i>Notification & Advertising of Project</i> | | | | | | | |
| Identification and Preparing List of Stakeholders and Interested & Affected Parties | | | | | | | |
| Compilation and distribution of background document to I&A | | | | | | | |
| Preparing newspaper advertisements, onsite ads & translations | | | | | | | |
| Public meetings and/or stakeholder meetings / direct liaison (if any) | | | | | | | |
| <i>Basic Assessment Report</i> | | | | | | | |
| Compilation or Draft BAR | | | | | | | |
| Distribution of draft BAR to Transnet & amendment | | | | | | | |
| Distribution of Draft BAR to IAP's and amendment | | | | | | | |
| <i>Disbursements for Landscape Dynamics</i> | | | | | | | |
| Translation of advertising material into a 2nd language | | | | | | | |
| Reproduction of 15 draft BAR documents and distribution | | | | | | | |
| Travel (when necessary) | | | | | | | |
| Accommodation (if any) | | | | | | | |
| <i>Project Management</i> | | | | | | | |
| Overall Phase 2 Management Fee | | | | | | | |
| TOTAL PHASE 2 (VAT EXCL) : PUBLIC PARTICIPATION PROGRAMME, DRAFT BAR & EMP | | | | | | | R 0.00 |

"PREVIEW COPY ONLY"

| PHASE 3 : FINAL BASIC ASSESSMENT REPORT | | | | | | |
|---|--|--|--|--|--|---------------|
| Compilation of Final Basic Assessment Report & EMP | | | | | | |
| Review and Evaluate with Eskom DEA | | | | | | |
| <i>Disbursements for Landscape Dynamics</i> | | | | | | |
| Reproduction of 8 X Final BAR documents | | | | | | |
| <i>Project Management</i> | | | | | | |
| Overall Phase 3 Management Fee | | | | | | |
| TOTAL PHASE 3 (VAT EXCL) : FINAL BASIC ASSESSMENT REPORT | | | | | | R 0.00 |

| PHASE 4 : ENVIRONMENTAL AUTHORISATION AND FINALISATION OF PROJECT | | | | | | |
|---|--|--|--|--|--|---------------|
| Liaison with DEA to obtain ROD | | | | | | |
| Liaison with I&AP's (notification of ROD) | | | | | | |
| Finalisation of EMP | | | | | | |
| <i>Project Management</i> | | | | | | |
| Overall Project Management Fee | | | | | | |
| TOTAL PHASE 4 (VAT EXCL) : ENVIRONMENTAL AUTHORISATION AND FINALISATION OF PROJECT | | | | | | R 0.00 |

| SUMMARISED COSTING | | | | | | |
|---------------------------------|--|--|--|--|--|---------------|
| Phase 1 | | | | | | |
| Phase 2 | | | | | | |
| Phase 3 | | | | | | |
| Phase 4 | | | | | | |
| SUBTOTAL | | | | | | R 0.00 |
| 14% VAT | | | | | | R 0.00 |
| TOTAL COST VAT INCLUSIVE | | | | | | R 0.00 |

"PREVIEW COPY ONLY"