



T39/09/24

**APPOINTMENT OF A SERVICE PROVIDER TO
CONDUCT ENVIRONMENTAL IMPACT ASSESSMENTS
AND SPECIALIST STUDIES FOR THE LIQUEFIED
NATURAL GAS (LNG) TERMINAL AT THE PORT OF
NGQURA EASTERN CAPE PROVINCE**

NON-COMPULSORY BRIEFING SESSION

DATE: 19 SEPTEMBER 2024 AT 13:00 PM

VENUE: MICROSOFT TEAMS

LINK: [Join the meeting now](#)

BID CLOSING DATE:

3 OCTOBER 2024 AT 11:00 AM

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SECTION 1: GENERAL CONDITIONS OF BID

SECTION 1: GENERAL CONDITION OF BID

1. PROPRIETARY INFORMATION

Industrial Development Corporation of SA Ltd (IDC) considers this Request for Proposal (RFP) and all related information, either written or verbal, which is provided to the respondent, to be proprietary to IDC. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this RFP or related information to any third party without the prior written consent of IDC.

2. ENQUIRIES

2.1. All communication and attempts to solicit information of any kind relative to this RFP should be channelled **in writing** to:

Name: Ms. Ntombifikile Mokgeseng
Telephone Number: Office: +27 11 269 3767
Email address: ntombifikilem@idc.co.za

2.2. Enquiries in relation to this RFP will not be entertained after 16h00 on **25 September 2024**.

2.3. The enquiries will be consolidated, and IDC will issue one response and such response will be posted, within two days after the last day of enquiries, onto the IDC website (www.idc.co.za) under tenders i.e., next to the same RFP document.

2.4. The IDC may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against the IDC on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.

3. BID VALIDITY PERIOD

3.1. Responses to this RFP received from bidders will be valid for a period of **120** days counted from the bid closing date.

4. INSTRUCTIONS ON SUBMISSION OF BIDS

4.1. Bid responses must be submitted in electronic format only and must be e-mailed to the dedicated e-mail address as provided herein.

4.2. Bid responses should be in generally acceptable / standard electronic file format/s (i.e., Microsoft suite of products or pdf) to enable access thereto by the IDC for purposes of evaluating responses received. Where documents are presented in a format which cannot be accessed by the IDC through generally acceptable formats, such bid response will be disqualified.

4.3. The closing date for the submission of bids is **3 October 2024** not later than 11:00 AM (before midday). No late bids will be considered. Bids must only be sent to tenders@idc.co.za. Bids sent to any other email address other than the one specified herein will be disqualified and will not be considered for evaluation. It is the bidder's responsibility to ensure that the bid is sent to the correct email address and that this is received by the IDC before the closing date and time in IDC's dedicated tender e-mail inbox / address tenders@idc.co.za.

4.4. Bidders are advised to submit / send its bid responses at least 30 minutes before the 11:00AM deadline to avoid any Information Technology (IT) network congestions or technical challenges in this regard which may result in bid responses being received late. IDC's e-mail servers are configured to receive e-mails with sizes up to 50MB.

4.5. The IDC will not be held responsible for any of the following:

- 4.5.1. bid responses sent to the incorrect email address;
- 4.5.2. bid responses being inaccessible due to non-standard electronic file formats being utilised to submit responses by bidders;

- 4.5.3. any security breaches and unlawful interception of tender / bid responses by third parties outside the IDC's IT network domain;
- 4.5.4. bid responses received late due to any IT network related congestions and/or technical challenges; and
- 4.5.5. bid responses with file size limits greater than IDC's e-mail receipt capacity of 50MB.
- 4.6. Only responses received via the specified email address will be considered.
- 4.7. Where a complete bid response (Inclusive of all relevant Schedules) is **not received** by the IDC in its electronic email tender box (tenders@idc.co.za) by the closing date and time, such a bid response will be regarded as incomplete and late. Such late and / or incomplete bid will be disqualified. **It is the IDC's policy not to consider late bids for tender evaluation.**
- 4.8. Amended bids may be sent to the electronic tender box (tenders@idc.co.za) **marked** "Amendment to bid" and should be received by the IDC **before** the closing date and time of the bid.

5. PREPARATION OF BID RESPONSE

- 5.1. All the documentation submitted in response to this RFP must be in English.
- 5.2. The bidder is responsible for all the costs that it shall incur related to the preparation and submission of the bid document.
- 5.3. Bids submitted by bidders which are companies or are comprised of companies must be signed by a person or persons duly authorised thereto by a resolution of the applicable Board of Directors, a copy of which Resolution, duly certified, must be submitted with the bid.
- 5.4. The bidder should check the numbers of the pages of its bid to satisfy itself that none are missing or duplicated. No liability will be accepted by IDC in regard to anything arising from the fact that pages of a bid are missing or duplicated.
- 5.5. Bidder's tax affairs with SARS must be in order (tax compliant status) and bidders must provide written confirmation to this effect as part of their tender response.
- 5.6. In the event that the bidding structure is a Prime Contractor with Sub-contractor/(s), then the Prime Contractor **must** hold the highest percentage allocation in terms of the value of the contract.

6. SUPPLIER PERFORMANCE MANAGEMENT

- 6.1. Supplier Performance Management is viewed by the IDC as a critical component in ensuring value for money acquisition and good supplier relations between the IDC and all its suppliers.
- 6.2. The successful bidder shall upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with the IDC, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor, and assess the supplier performance and ensure effective delivery of service, quality and value-add to IDC's business.
- 6.3. Successful bidders will be required to comply with the above condition, and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of this condition.

7. ENTERPRISE AND SUPPLIER DEVELOPMENT

The IDC promotes enterprise development. In this regard, successful bidders may be required to mentor SMMEs and/ or Youth-Owned businesses. The implications of such arrangement will be subject to negotiations between the IDC and the successful bidder.

8. IDC'S RIGHTS

- 8.1. The IDC is entitled to amend any bid condition, bid validity period, RFP specification, or extend the bid closing date, all before the bid closing date. All bidders, to whom the RFP documents have been issued and where the IDC have record of such bidders, may be advised in writing

of such amendments in good time and any such changes will also be posted on the IDC's website under the relevant tender information. All prospective bidders should therefore ensure that they visit the website regularly and before they submit their bid response to ensure that they are kept updated on any amendments in this regard.

- 8.2. The IDC reserves the right not to accept the lowest priced bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and financially advantageous to the IDC.
- 8.3. The IDC reserves the right to conduct site visits at bidder's corporate offices and / or at client sites if so required.
- 8.4. The IDC reserves the right to consider the guidelines and prescribed hourly remuneration rates for consultants as provided in the National Treasury Instruction 02 of 2016/2017: Cost Containment Measures, where relevant.
- 8.5. The IDC reserves the right to request all relevant information, agreements, and other documents to verify information supplied in the bid response. The bidder hereby gives consent to the IDC to conduct background checks, including FICA verification, on the bidding entity and any of its directors / trustees / shareholders / members.
- 8.6. The IDC reserves the right, at its sole discretion, to appoint any number of vendors to be part of this panel of service providers, if applicable (i.e., where a panel is considered).
- 8.7. The IDC reserves the right of final decision on the interpretation of its tender requirements and responses thereto.
- 8.8. The IDC reserves the right to consider professional conduct and experiences it had with any bidder which rendered similar services to the IDC in the past 5 years over and above the references put forward by the bidder in its response.

9. UNDERTAKINGS BY THE BIDDER

- 9.1. By submitting a bid in response to the RFP, the bidder will be taken to offer to render all or any of the services described in the bid response submitted by it to the IDC on the terms and conditions and in accordance with the specifications stipulated in this RFP document.
- 9.2. The bidder shall prepare for a possible presentation should IDC require such and the bidder will be required to make such presentation within five (5) days from the date the bidder is notified of the presentation. Such presentation may include a practical demonstration of products or services as called for in this RFP.
- 9.3. The bidder agrees that the offer contained in its bid shall remain binding upon him/her and receptive for acceptance by the IDC during the bid validity period indicated in this RFP and its acceptance shall be subject to the terms and conditions contained in this RFP document read with the bid.
- 9.4. The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents; and that the price(s) and rate(s) cover all his/her obligations under a resulting contract for the services contemplated in this RFP; and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.
- 9.5. The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under the supply agreement and SLA to be concluded with IDC, as the principal(s) liable for the due fulfilment of such contract.
- 9.6. The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder. All supporting documentation and manuals submitted with its bid will become IDC property unless otherwise stated by the bidder/s at the time of submission.

10. REASONS FOR DISQUALIFICATION

- 10.1.** The IDC reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder:
- 10.1.1. bidder whose Tax Status is non-compliant, after they have been notified accordingly and still remain non-compliant;
 - 10.1.2. bidder who submit incomplete information and documentation according to the requirements of this RFP document;
 - 10.1.3. bidder who submit information that is fraudulent, factually untrue, or inaccurate information;
 - 10.1.4. bidder who receive information not available to other potential bidders through fraudulent means;
 - 10.1.5. bidder who do not comply with any of the mandatory requirements as stipulated in the RFP document;
 - 10.1.6. bidder who fail to comply with POPIA requirements as listed herein; and
 - 10.1.7. bidder, as the prime contractor, who holds a lower percentage in terms of the value of the contract than any of its subcontractor/(s).

11. RETURNABLE SCHEDULES

Bidders shall submit their bid responses in accordance with the returnable schedules specified below (each schedule must be clearly marked):

- 11.1. Cover Page:** (the cover page must clearly indicate the RFP reference number, bid description and the bidder's name)

11.2. Schedule 1:

- 11.2.1. Executive Summary (explaining how you understand the requirements of this RFP and the summary of your proposed solution)
- 11.2.2. Annexure 1 of this RFP document (duly completed and signed)

11.3. Schedule 2

- 11.3.1. Copy of Board Resolution, duly certified;
- 11.3.2. Originally certified copy of ID document for the Company Representative;
- 11.3.3. Annexure 2 of this RFP document (duly completed and signed);
- 11.3.4. Annexure 3 of this RFP document (duly completed and signed);
- 11.3.5. Annexure 4 of this RFP document (duly completed and signed);
- 11.3.6. Response to Annexure 6: BEE Commitment Plan;
- 11.3.7. Bidders must submit a B-BBEE verification certificate. For Exempted Micro Enterprises (EME) with an annual revenue of less than R10 million and Qualifying Small Enterprises (QSE) with an annual revenue of between R10 million and R50 million per annum, a sworn affidavit confirming the annual total revenue and level of black ownership may be submitted. Any misrepresentation in terms of the declaration constitutes a criminal offence as set out in the B-BBEE Act as amended.

Note: If a bidder is a Consortium, Joint Venture or Prime Contractor with Subcontractor(s), the documents listed above must be submitted for each Consortium/ JV member or Prime Contractor and Subcontractor(s).

- 11.3.8. Annexure 7 of this RFP document (duly responded to);
- 11.3.9. Annexure 8 of this RFP document (duly completed and signed, if applicable);
- 11.3.10. Statement of Financial Position of the Bidder: Latest Audited Financial Statements (where applicable in terms of the Company's Act) and/or independently reviewed financial statements and/or Cashflow Budget for new entities with no financial records.

11.3.11. Copy of Joint Venture/ Consortium/ Subcontracting Agreement duly signed by all parties (if applicable).

11.4. Schedule 3:

11.4.1. Response to Section 2 of this document, in line with the format indicated in this RFP document.

11.4.2. Annexure 5 of this RFP document duly completed and signed.

11.5. Schedule 4: Price Proposal (response to Section 3 of this RFP document).

NOTE: Must be submitted as a separate file/document marked Schedule 4: Price Proposal)

12. EVALUATION CRITERIA AND WEIGHTINGS

Bids shall be evaluated in terms of the following process:

12.1. Phase 1: Initial Screening Process: During this phase, bid responses will be reviewed for purposes of assessing compliance with RFP requirements including the general bid conditions and also the Specific Conditions of Bid, which requirements include the following:

- IDC will make use of the Central Supplier Database (CSD) to access key information which is required to conduct supplier vetting including Company Registration status, tax compliance status and any other relevant checks conducted on CSD.
- In the event that the bidding structure is a Prime Contractor with Sub-contractor/(s), then IDC will evaluate the information provided in Annexure 2 (Acceptance of Bid Conditions and Bidder's Details) and if determined that the Prime Contractor holds a lower percentage in terms of the value of the contract than any of its subcontractor/(s), then the bid will be disqualified.
- Submission of ID copy for the Company Representative as referenced in 11.3.3 above.
- BEE Status Certification as referenced in 11.3.7 above.
- Completion of all Standard Bidding Documents and other requirements, as reflected in this RFP, which covers the following:
 - Section 2: Statement of compliance with the Functional Evaluation Criteria for this RFP.
 - Section 3: Cost Proposal and Price Declaration Form.
 - Annexure 1: Acceptance of Bid Conditions.
 - Annexure 2: Tax Compliance Requirements.
 - Annexure 3: Bidder's Disclosure.
 - Annexure 4: Shareholders' Information/ Group Structure.
 - Annexure 5: Bidders Experience & Project Team.
 - Annexure 6: BEE Commitment Plan.
 - Annexure 7: Disclosure Statement.
 - Annexure 8: Privacy & Protection of Personal Information Act 4 of 2013 Requirements.

Note: Failure to comply with the requirements assessed in Phase 1 (compliance), may lead to disqualification of bids.

12.2. Phase 2: Technical/ Functionality Evaluation

Bid responses will be evaluated in accordance with the Functional criteria as follows:

12.2.1. Mandatory Functional/ Technical Requirements

All bid responses that do not meet the Mandatory Functional Requirements will be disqualified and will not be considered for further evaluation on the Other Functional Requirements. The Mandatory Functional Requirements are stated in section 2 of this RFP document.

Note: Failure to comply with the Mandatory Functional Requirements assessed in this phase will lead to disqualification of bids.

12.2.2. Other Functional/ Technical Requirements

With regards to the other Functional Requirements, the following criteria (set out in more detail in section 2 of this RFP document) and the associated weightings will be applicable:

ELEMENT	WEIGHT
Bidder's relevant Experience	25
Bidder's proposed Methodology and Approach	35
Bidders proposed Project Plan	10
Qualifications, Skills, and Experience of key personnel	30
TOTAL	100

Note: The minimum qualifying score for functionality is 70%. All bidders that fail to achieve the minimum qualifying score on functionality shall not be considered for further evaluation on Price and Specific Goals.

12.3. Phase 3: Preference Point System

All bids that achieve the minimum qualifying score for Functionality (acceptable bids) will be evaluated further in terms of the preference point system, as follows:

CRITERIA	POINTS
Price	80
Specific Goals ¹	20
TOTAL	100

¹Specific Goals for this tender and points that may be claimed are indicated per table below:

SPECIFIC GOALS	POINTS
	(80/20 system)
Black ownership ²	10
30% Black women ownership	5
Any % of ownership by Black Designated Groups ³	2
Reconstruction Development Programme Objective: Promotion of SMMEs (Entities that are EME or QSE)	3
TOTAL POINTS	20

²Black ownership: 100% black owned entities will score the full 10 points (if 80/20 system), and between 51% - 99.99% black owned entities will score 4 points (if 80/20 system).

³Black Designated Groups has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Act as amended.

12.4. Phase 4: Objective Criteria

This contract will be awarded to the bidder scoring the highest points unless an objective criterion justifies the award of the tender to a bidder other than the highest scoring bidder.

12.4.1. Objective Criteria are:

The bidder must pose less risk to the IDC. The risk will be assessed in terms of, but not limited to, the following:

- Reputational Risk: This will be assessed in line with the bidder's disclosure (Refer to Annexure 7: Disclosure statement of this document).
- Concentration Risk: Over exposure to a single bidder.
- The bidder's financial capability in relation to the execution of the contract.
- The bidder's past performance in IDC contracts.

13. PROMOTION OF EMERGING BLACK OWNED SERVICE PROVIDERS

It is the IDC's objective to promote transformation across all industries and/ or sectors of the South African economy and as such, bidders are encouraged to partner with a black owned entity (being 50%+1 black owned and controlled). Such partnership may include the formation of a Joint Venture and/ or subcontracting agreement etc., where a portion of the work under this tender would be undertaken by black owned entities. To give effect to this requirement, bidders are required to submit a partnership / subcontracting proposal detailing the portion of work to be outsourced, level of involvement of the black owned partner and where relevant, submit either a consolidated B-BBEE scorecard or each bidder of the partnership in their individual capacity to submit a BEE certificate or Sworn Affidavit in case of an EME or QSE which will be considered as part of the Specific Goals scoring listed in 12.3.

SECTION 2: FUNCTIONAL REQUIREMENTS SPECIFICATION

SECTION 2: FUNCTIONAL REQUIREMENTS

1. SPECIAL INSTRUCTIONS TO BIDDERS

- 1.1. Should a bidder have reason to believe that the Functional Requirements are not open/fair and/or are written for a particular service provider; the bidder must notify IDC Procurement within five (5) days after publication of the RFP.
- 1.2. Bidders shall provide full and accurate answers to the questions posed in this RFP document, and, where required explicitly state “Comply/Not Comply” regarding compliance with the requirements. Bidders must substantiate their response to all questions, including full details on how their proposal/solution will address specific functional/ technical requirements; failure to substantiate may lead to the bidder being disqualified. All documents as indicated must be supplied as part of the bid response.
- 1.3. Failure to comply with Mandatory Requirements may lead to the bidder being disqualified.

2. BACKGROUND INFORMATION

2.1. Introduction and Background

Infrastructure South Africa (ISA) is a central government agency responsible for coordinating and driving the national infrastructure investment programme, with the intent of improving infrastructure investment and delivery. This is accomplished through, inter alia, the development and implementation of high-impact infrastructure projects. Infrastructure South Africa derives its legal mandate from the Infrastructure Development Act (IDA). The Infrastructure Development Act (IDA) (Act 23 of 2014) is aimed at fast-tracking regulatory decision-making and speeding up the implementation processes of strategic infrastructure projects. ISA implements its mandate in partnership with project owners.

Transnet National Port Authority (TNPA), a division of Transnet SOC, fulfils the landlord function for South Africa’s port system. The port infrastructure is provided in the container, dry bulk, liquid bulk, break-bulk and automotive sectors. Marine services provided include dredging, aids to navigation, ship repair and marine operations. TNPA’s strategy includes provision of port infrastructure capacity ahead of demand and aligning its core activities to changing market dynamics. TNPA’s vision is to be “a system of ports, seamlessly integrated in the logistics network that is jointly and individually self-sustainable through delivery of high levels of service and increasing efficiency for a growing customer base, enhancing South Africa’s global competitiveness and facilitating the expansion of the South African economy through socially and environmentally sustainable port development.”

South Africa (SA) is the largest power market in Africa with nominal installed generation capacity of approx. 55 GW, predominantly coal based technology. The nominal installed capacity includes capacity from Eskom (plus peaking plants) and Independent Power Producers. South Africa recognises that climate change poses considerable risks and constraints to sustainable economic growth. In responding to these risks and impediments, South Africa announced net zero emissions pledges to achieve this target by 2050. The plan of action to address this, among other things, was to develop low carbon solutions. The commitment is illustrated through the development and adoption of the Just Energy Transition Plan (JET IP) for 2023-2027 and other green energy related strategic integrated projects gazetted under the IDA.

In line with this, South Africa aims at ensuring energy security using gas-to-power technologies to reduce greenhouse gas (GHG) emissions and harness investment benefits presented by the technology. Furthermore, the Gas Masterplan Base Case Report (2022) supports this initiative by identifying South African ports as a key engine in the gas masterplan for the

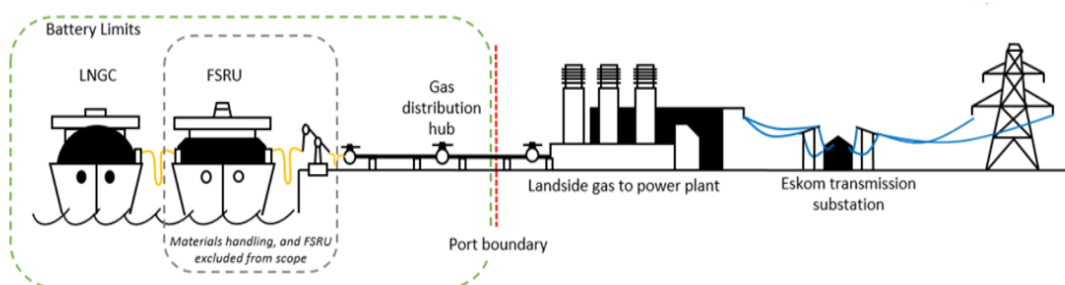
country. In alignment with South Africa's energy diversification goals, Transnet National Ports Authority (TNPA) has taken a strategic initiative to position the Port of Ngqura as a key enabler for the secure supply of Liquefied Natural Gas (LNG) in the Eastern Cape

The development of LNG import infrastructure at the Port of Ngqura is essential to support South Africa's energy transition. Aligned with the Integrated Resource Plan (IRP2019 and 2023), this project will contribute to the procurement of up to 3,000 MW of gas-to-power generation by 2027, increasing the country's natural gas energy mix from 2.6% to 15.7% by 2030. This strategic initiative will stimulate infrastructure development and generate additional revenue for TNPA.

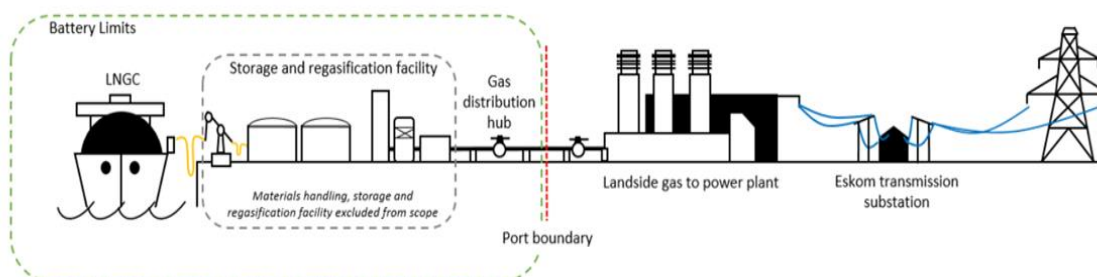
2.2. Proposed Solutions

In line with climate change commitments and energy security, South Africa recognised that new power generation capacity needs to be procured from a variety of sources, including gas technology. The current ministerial determination includes 3000MW of new gas fired generation capacity. A Gas to Power Programme has been designed to procure this new generation capacity in South Africa.

In order to provide natural gas importation infrastructure, TNPA is proposing to build an LNG Import Terminal at the Port of Ngqura (PoN) that will provide natural gas importation infrastructure bulk services which will include either a Floating Storage and Regasification Unit (FSRU), marine infrastructure (Berth), bulk services and associated gas distribution pipelines within the port boundary or a Land based Storage and Regasification Unit, marine infrastructure (Berth), bulk services and associated gas distribution pipelines within the port boundary.



2 Figure 1 Floating Storage and Regasification Unit Solution



3 Figure 2 Land-based Storage and Regasification Solution

2.3. Overview

The delivery of LNG to the South African Market as an alternative energy source and in-line with the Integrated Resource Plan (IRP) of 2019 and draft of 2023. This LNG Terminal will be built and operate in the PoN with an onshore LNG and regasification facility within the port limits of the PoN, for the period of 30 years with an option of 20 years for renewal.

The LNG Terminal will be developed in two (2) phases with provision to convert the terminal to supply LNG to an onshore regasification facility in the future.

Although the project was initially anticipated to be developed in two phases (i.e. phase 1 – FSRU and phase 2 – LNGC), the Terminal Operator has indicated that it intends to develop phase 2 of the project as its primary objective. The TNPA seeks to obtain an environmental authorization including for both the phase 1 and phase 2 solutions, in an event that the Terminal Operator experiences changes on its execution strategy.

For the proposed project, two (2) Environmental Impact Assessments (EIAs) process must be conducted by the bidder, and one (1) Environmental Authorisation (EA) must be obtained for development of the LNG terminal. The EA will cover both Proposed Solution A and Proposed Solution B, referred to below:

- i. **Proposed Solution A:** Floating Storage and Regasification Unit (FSRU) facility, including LNGC, marine infrastructure (Berth), bulk services and associated gas distribution pipelines within the port boundary. Refer to figure 1 above.
- ii. **Proposed Solution B:** Land based storage and regasification unit including LNGC, marine infrastructure (Berth), bulk services and associated gas distribution pipelines within the port boundary. Refer to figure 2 above.

Note: Bulk service and associated gas distribution pipelines works may overlap for proposed solutions.

2.3.1. PROPOSED SOLUTION: A

2.3.1.1. Proposed Solution A

Involves a Floating Storage and Regasification Unit (FSRU). This includes:

- Design life of 50 years.
- The FSRU will be permanently moored at the LNG berth at breakwater (PoN).
- The LNG project in the PoN is planned to deliver 0.5 minimum tons per annum of LNG. The LNG breakwater Berth will have the capabilities for future development to delivering up to 2.8 million tons per annum of LNG.
- The design of LNG breakwater Berth will accommodate a LNGC of a capacity ranging from 125 000 m³ to future demand at 267 000 m³. The FSU will have a capacity of 170 000 m³ and a deadweight of 95 000 tons.
- The LNGC vessel supplies the floating storage tanks with LNG at approximately -162 °C and at slightly above atmospheric pressure.

Regasification (The regasification unit is integrated to the ship/vessel at the LNG breakwater berth):

- From the FSRU the LNG is forwarded to the regasification unit within the vessel (FSRU).
- The FRSU will comprise of parallel trains of booster pumps and vaporizers. The booster pumps will increase the pressure from the floating storage at approximately 0.2 – 0.5 bar(g) to about approximately 90 bar(g), before the high-pressure LNG is vaporized using sea water, after which the natural gas will pass a metering unit and is sent to the gas pipeline via a new LNG Berth and loading facility at the PoN.
- The natural gas pipeline will traverse to port limits where a gas distribution hub will be set-up for connectivity.

2.3.1.2. Proposed Solution B

Involves the solution based on a land-based storage and regasification facility. The same marine infrastructure used for proposed solution A remains while a new cryogenic pipelines with a length of 2,5km is developed to transfer LNG from the LNG Berth (at breakwater) to the new land-based storage and regasification terminal adjacent to the port boundary. This includes:

- Design life of 50 years.
- A visiting Liquefied Natural Gas Carrier (LNGC) will be moored at the LNG berth at breakwater. This visiting LNGC will offload LNG via the cryogenic pipeline straight the landside storage and regasification facility.
- For phase 2, the LNG project in the PoN is planned to deliver a minimum of 0.5 million tons per annum of LNG and up to 2.8 million tons per annum of LNG.
- The design of LNG breakwater Berth will accommodate a LNGC of a capacity ranging from 125 000 m³ to future demand at 267 000 m³. The LNGC will have a deadweight of 95 000 tons and even higher.
- The LNGC vessel supplies the LNG at -162 0C and at slightly over atmospheric pressure.

Regasification (as an integrated component of the LNG Terminal a stand-alone landside regasification unit within the PoN port boundaries will be developed).

- From the LNGC the LNG is forwarded to the regasification unit via a cryogenic pipeline as shown in figure 2 above.
- This cryogenic pipeline from the LNG breakwater berth will be estimated at approximately 2.5 km.
- The landside regasification unit will comprise of parallel trains with booster pumps and vaporizers. The booster pumps will increase the LNG pressure from the floating storage at approximately 0.2 – 0.5 bar(g) to about approximately 90 bar(g), before the high-pressure LNG is vaporized, after which the natural gas will pass a metering unit and is sent to the gas pipeline to port limits gas distribution hub for connectivity.
- For Phase 2, to re-gasify or evaporate the LNG, Seawater will be used as a heat source for warming LNG at the landside regasification unit shown on figure 2 above from the receiving terminal. This system will be an open loop system.

A marine infrastructure pre-feasibility study was conducted by PRDW in 2016 that confirmed dredging that will be undertaken as part of project execution. The prefeasibility studies have

been updated to include current proposed concept (Figure 1 and Figure 2 above). A market analysis study is underway.

2.3.2. COMMON INFRASTRUCTURE FOR PROPOSED SOLUTION A AND B

2.3.2.1. Marine infrastructure

The marine infrastructure required for an LNG berth is crucial for ensuring the safe, efficient, and environmentally responsible handling of liquefied natural gas. This infrastructure includes several key components: berth structure (jetty and trestles), mooring and berthing systems, LNG transfer systems, safety and emergency systems, and auxiliary services.

2.3.2.2. Gas Pipeline and Support Structures

i. Floating Storage Regasification Unit

- From the onboard regasification unit, the scope of work will include a gas pipeline from the LNG Berth at the breakwater at an estimated 3.5 km of gas transmission piping to the gas distribution hub. There will be expansion loops on this line at a spacing of 70 m;
- The gas pipeline will be approximately 24" inch pipe diameter and at approximate 85 bar(g) of pressure and ambient temperature;
- The pipeline will transmit between 0.5 to 2.8 million tons per annum of LNG gas to end-user;
- The gas pipeline will require pipe support (i.e. civil, cable racks and earthing). The number of support/intervals will be detailed once the drawings and pipe stress analyses are completed at design;
- At the end of the gas pipeline a manifold will be installed to enable tie-in(s) for gas off-takes;
- The pipeline will have temperature and pressure instrumentation installed and cabling for signal transmission back to the control room; and
- All piping is proposed to be above ground level to enable access for inspection.

ii. Liquefied Natural Gas Carrier

- A **cryogenic** pipeline from the LNG Berth at the breakwater outlet to the landside regasification unit as shown in figure 1 above. This cryogenic pipeline will be approximately 2.5 km of LNG (Liquid phase), at temperature minimum -162 0C;
- From the regasification unit, the scope of work will include a gas pipeline of approximately 1.5 km of gas transmission piping. There will be expansion loops on this line at a spacing of 70 m;
- The gas pipeline from the landside regasification will 24" inch piping diameter and at approximately 85 bar(g) of pressure and ambient temperature;
- The pipeline will transmit between 0.5 million to 2.8 million tons per annum of LNG gas to end-user;
- Both the cryogenic and gas pipelines will require pipe support (i.e. civil, cable racks and earthing). The number of support/intervals will be detailed once the drawings and pipe stress analyses are completed at design;
- At the end of the line (at approximately 1.5 km) a gas pipeline a manifold will be installed to enable tie-in(s) for gas off-takes;

- The pipeline will have temperature and pressure instrumentation installed and cabling for signal transmission back to the control room; and
- All piping is proposed to be above ground level to enable access for inspection.

2.3.2.3. Bulk Services

The bulk services infrastructure for an onshore LNG terminal and berth is essential for ensuring safe, efficient, and reliable operations. This infrastructure includes firefighting systems, sewer and wastewater management systems, stormwater management, potable water supply, road infrastructure, and electrical infrastructure.

2.4. Site Information

The proposed site:



Figure 3 Project Location: FSRU

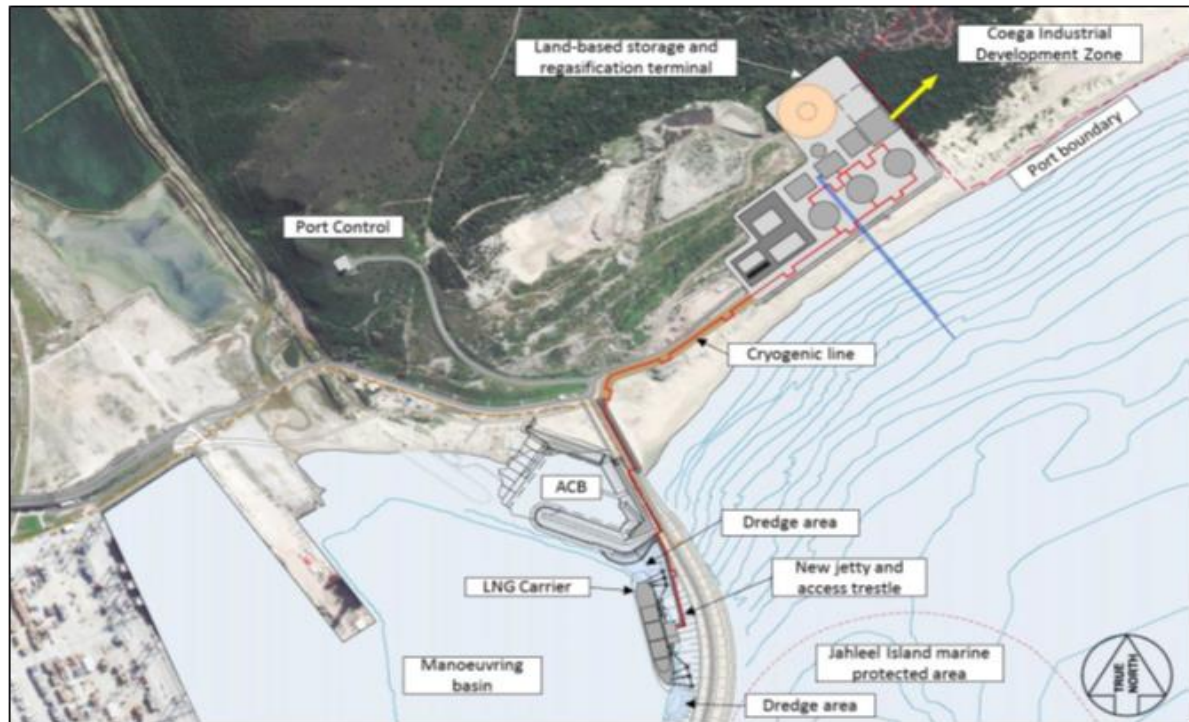


Figure 4 Project Location: Concept Layout (storage and regasification)

2.5. Objectives

The *Bidder* is expected to facilitate the Environmental Impact Assessment process to comply with National Environmental Management Act, Act No. 107 of 1998 (hereafter referred as NEMA) and other applicable environmental approvals. The *Bidder* is required to undertake these activities in consultation with Nelson Mandela Bay Municipality and obtain relevant Municipal permits in compliance with the Municipal bylaws.

The appointed EAP must ensure that all the processes conform to the requirements of all relevant environmental, local, national legislation. Where discrepancies exist, the most stringent legislation be applied. The objectives are summarised below as follows:

- i. Identify the application process, either a Basic Assessment (BA) or Scoping, Environmental Impact Assessment (S&EIR) process as outlined in the Environmental Impact Assessment (EIA) Regulations GN R326 of 2017, of the NEMA as amended.
- ii. The appointed *Bidder* will be required to conduct their own comprehensive screening exercise to ensure that all triggered listed activities under the 2017 EIA regulations (GNR 324, 325 and 327 have been identified and confirm the proposed Environmental Impact Assessment process to be followed.
- iii. This screening must be undertaken in consultation with applicable Municipal bylaws i.e., Nelson Mandela Bay Municipality bylaws.
- iv. Identify and list all required permits and specialist studies.
- v. Identify all triggered listed activities and Apply for Air Emission License as outlined in the National Environmental Management: Air Quality Act 39 of 2004 (AQA).
- vi. The appointed *Bidder* is further expected to identify, and include in the screening report, all other environmental approvals applicable to the proposed project and ensure that these are obtained as part of the EIA process.
- vii. The *Bidder* must identify Capital dredging requirements and apply for the Disposal at Sea Permit with National Environmental Management Integrated Coastal Management Act 24

of 2008 as amended.

Three (3) environmental authorisations have been granted for the PoN that are relevant to the Project scope (to be provided to the successful bidder), these are:

- a. The provision of Landside structures and Infrastructure to the Bulk Liquid and Storage Facility (14/12/16/3/3/1/675/A1);
- b. Provision of Marine Infrastructure Including Cargo Berth and Liquid Berths for the “Common User Infrastructure” (14/12/16/3/3/2/475); and
- c. Port Record of Decision (RoD) Ref 03/2/4 A24/16/3/56.

The *Bidder* will be required to review the above documents to ensure compliance thereof.

3. SCOPE OF WORK/TERMS OF REFERENCE

3.1. Scope of Services

The Bidder shall provide all services required to aid obtaining Environmental Impact Assessment, Specialist studies, advise on all required permits and licenses for the proposed project including public participation, Specialist investigations and preparation of required reports and management plans.

The bidder is required to prepare the following deliverables for each solution proposed:

- i. Environmental Impact Assessment (including public participation) consisting of the following:
 - a. Environmental Regulations and Local (Bylaws) Regulations Gap Analysis.
 - b. Specialist Studies - The prioritised specialist studies include:
 - i. Seismic Survey
 - ii. Marine Ecology (Avifauna)
 - iii. Biodiversity Ecology
 - iv. Paleontology
 - v. Sediment and Water Quality
 - vi. Climate Change Impact Assessment
 - vii. Air Quality Assessment
 - viii. Underwater Noise Assessment
 - ix. Socio-economic Impact Assessment
 - x. Visual Impact Assessment
 - c. EIA application process and all other applicable permits.

The above deliverables are discussed in more detail in the works packages defined in the succeeding sections.

3.1.1. Environmental Regulations and Local (Bylaws) Regulations Gap Analysis

The *Bidder* is required to conduct detailed environmental and local regulations gap analysis to establish the existing and required environmental authorisations.

3.1.2. Specialist Studies

The *Bidder* must identify and undertake all relevant specialist investigations required to support the application, which shall include amongst others:

- i. Seismic Survey
- ii. Marine Ecology (Avifauna)
- iii. Biodiversity Ecology
- iv. Paleontology
- v. Sediment and Water Quality
- vi. Climate Change Impact Assessment
- vii. Air Quality Assessment
- viii. Underwater Noise Assessment
- ix. Socio-economic Impact Assessment
- x. Visual Impact Assessment

3.1.3. EIA application process and all other applicable permits

The appointed *Bidder* will be required to:

- i. Undertake a review of the Project Scope, engineering designs, previous studies inclusive of concept and pre-feasibility reports, and other relevant project documents.
- ii. Identify and verify the triggered activities within Listing Notice 1,2, and 3 of the 2017 EIA Regulations GN. 327 of the NEMA, Act 107 of 1998 as amended and any applicable legislation.
- iii. Review and confirm the Air Emission License required for the project.
- iv. Review and confirm the Disposal at Sea permit application process.
- v. Review and confirm a need for a Coastal Waters Discharge Permit as required in terms of Section 28 of the National Environmental Management: Integrated Coastal Management Act (No.25 of 2008).
- vi. Complete the screening report and engagements with the relevant authorities to confirm required authorisation and permits i.e. Basic Assessment or EIA process.
- vii. Submit the application to all relevant authorities.
- viii. Carry out the Public Participation Process as stipulated in NEMA Act 107 1998: EIA regulations as amended; the process shall include but not limited to:
 - Identification of stakeholders and interested & affected parties (I&APs)
 - Advertisement of the EIA process in the local newspapers
 - Placement of site notices written in isiXhosa, English and Afrikaans
 - Prepare a Background Information Document to be sent out to stakeholders and I&APs
 - Arrange and facilitate public meetings for updating the stakeholders; and
 - Provide and facilitate forums for gathering concerns and issues.
- ix. Ensure that the authorisation process is undertaken in accordance with the EIA Regulations, 2017 as amended and all approvals are obtained thereof.
- x. The *Bidder* shall be responsible for overall project management to ensure that activities are undertaken within the required timeframes for completion project, ensure that services and reports are of good quality and that all deliverables as set out are met.
- xi. Project management shall include, as a minimum, the following where relevant Project planning and management of all project tasks and deliverables:

- Hold project planning and co-ordination meetings.
- Attend and take minutes of *Employer's* formal project progress meetings.
- Draw up and revise the project programmes, when necessary.
- Arrange and hold meetings with relevant environmental authorities.
- Manage Specialist investigations and activities.
- Manage review processes.
- Prepare and provide all required Reports.
- Liaise with *Employer*.

3.1.4. Environmental Impact Assessment (including public participation)

The *Bidder* is required to provide a detailed activity schedule and cost breakdown for Scoping and EIA Process as prescribed by the EIA Regulations 2017 as amended, Activities shall include but not necessarily be limited to the following:

- i. Undertake a comprehensive review of the Project Scope, and other project documents to be made available upon appointment.
- ii. Undertake site visit of the Project area and footprint.
- iii. Arrange and undertake a pre-application consultation engagement with the National Department of Forestry, Fisheries, and the Environment.
- iv. Prepare and submit all required notifications to DFFE.
- v. Prepare and submit application for Environmental Authorisation to DFFE, together with all other relevant, prescribed documents.
- vi. Undertake all relevant Specialist investigations required to support the application, and that DFFE and the *Bidder* may deem necessary.
- vii. Prepare reports which shall address all aspects as outlined in Chapter 4, Parts 2 and 3 of the EIA Regulations and any other aspects that may have been agreed to with the Department.
- viii. Undertake all public participation processes in accordance with the requirements of the EIA Regulations.
- ix. Submit Reports to DFFE within the prescribed timeframes.
- x. Obtain Environmental Authorisation from DFFE.
- xi. Notify interested and affected parties of the Environmental Authorisation, within the prescribed timeframe.
- xii. Address any appeals lodged against decision, should there be any.
- xiii. Notify interested and affected parties of any possible appeals lodged against the decision.
- xiv. Advertisements and Notices
- xv. Register and records for all Interested and Affected Parties.
- xvi. Collate, document, and manage all comments received from I&APs.
- xvii. Submit all the comments to the Authorities.

3.2. Additional information

A list of documents that will be provided to the appointed bidder:

Description / Discipline	Document No(s)
TNPA Health and Safety Policies and Procedures, Health and Safety Guidelines	HAS-GL- 0001
Construction and operation of the Bulk Liquid Facility	ECm1/LN2/M/11-57
The provision of Landside structures and Infrastructure to the Bulk Liquid and Storage Facility	14/12/16/3/3/1/675/A1
Provision of Marine Infrastructure Including Cargo Berth and Liquid Berths for the “Common User Infrastructure”	14/12/16/3/3/2/475
Port of Ngqura Record of Decision (RoD)	Ref 03/2/4 A24/16/3/56

3.3. General

- a) A Project Steering Committee comprising government technical resources from IDC/ISA and TNPA, will be constituted during the project initiation phase to provide oversight to the project.
- b) ISA will chair the Project Working Committee meetings, while the bidder provides secretariat services on a monthly basis.
- c) It is required that the bidder will engage interested and affected parties. The client would be in attendance to support and contribute.
- d) The Service Provide will provide the ISA/ IDC/ TNPA with all completed documents (Narratives and PowerPoints), technical studies and data collected during this study.
- e) The Bidder shall inform the client prior to contacting any third parties to obtain information or discuss the project details.
- f) The bidder will provide final reports and make a presentation to the Committee on the EIA reports for both solutions.

4. Project timelines

The successful bidder(s) will be required to start immediately after the award and complete the assignment within a period of six (6) months.

5. TECHNICAL EVALUATION CRITERIA

5.1. Mandatory Technical Requirements

The bidder must indicate their compliance/ non-compliance to the following requirements and to substantiate as required. The bidder must respond in the format below, where additional information is provided/ attached somewhere else; such information must be clearly referenced.

5.1.1 REGISTRATION WITH PROFESSIONAL BODY	COMPLY	NOT COMPLY
<p>The Project Lead must be registered as a certified Environmental Practitioner with Environmental Assessment Practitioners Association of South Africa (EAPASA)</p> <p>The bidder must submit as part of this proposal a Certificate indicating registration as an EP with EAPASA.</p>		
<p>Substantiate / Comments</p>		

5.2. Other Technical Requirements

The bidder must indicate their compliance/ non-compliance to the following requirements and to substantiate as required. The bidder must respond in the format below, where additional information is provided/ attached somewhere else; such information must be clearly referenced.

5.2.1. BIDDER'S EXPERIENCE	Comply	Partially Comply	Not Comply
<p>The bidder must have relevant experience in undertaking environmental impact assessment (EIA) and/ or environmental and social impact assessment (ESIA) work and specialist studies.</p> <p>The bidder must provide three (3) references (not older than 10 years) a contactable reference must be given (name, designation, and relationship in the project, email, and telephone). If such information is not given, the reference shall be deemed to be invalid.</p> <p>Refer to Table (A) Annexure 1 of this document for the response format provided.</p>			
<p>Substantiate / Comments</p>			

5.2.2 BIDDER'S PROPOSED METHODOLOGY AND APPROACH	Comply	Partially Comply	Not Comply
<p>The bidder must demonstrate their thorough understanding of the objectives and deliverables in executing the EIA and/or ESIA and specialist studies.</p> <p>To substantiate, the bidder must a detailed (step-by-step) proposal of the methodology/approach to be used showing how they will carry out the scope of work outlined above and clearly demonstrate how the project objectives and deliverables will be achieved. Preferably, the deliverables should be packaged in Work Stages, with activities outlined for each milestone. The outcome for each milestone should be clear, with the team lead specified.</p>			
Substantiate / Comments			

5.2.3 BIDDER'S PROPOSED PROJECT PLAN	Comply	Partially Comply	Not Comply
<p>The bidder must submit a detailed project plan, which will compliment and align with the above proposed methodology with a final report to be submitted within six (6) months from date of appointment. The project plan is to be in a form of a High-Level Work Breakdown Structure (WBS) and timeframes in a Gantt Chart format.</p>			
Substantiate / Comments			

5.2.4. QUALIFICATIONS, EXPERIENCE AND SKILLS OF KEY PERSONNEL	Comply	Partially Comply	Not Comply
<p>The team must include the following key technical team members with qualifications, skills and experience in managing environmental impact assessment (EIA) and/or environmental and social impact assessment (ESIA) and other environmental studies as a minimum:</p> <ul style="list-style-type: none"> i. Registered Team Lead (EAPASA) should have 10 years' relevant experience in the relevant field. ii. Project Legal Reviewer must have a minimum of LLB degree/BCom Law specialising in Environmental Law, should have 5 years relevant experience in the relevant field. iii. Specialists professionally registered with South African Council for Natural Scientific Professions (SACNASP) should have 5 years relevant experience in the relevant field iv. Any other relevant resources the bidder deems necessary to be part of the team 			

<p>The bidders must submit, as part of this proposal, the following:</p> <ul style="list-style-type: none"> • The structure / organogram and composition of the proposed team and team leader, clearly outlining the main disciplines/specialties of this project and the key personnel responsible for each specialty. Please refer to Table (b) Annexure 1 of this document for the format in which the required information must be provided. • CVs of all key personnel; and the CVs must clearly highlight qualifications, relevant professional registration certificates and areas of experience/competence relevant to the tasks and objectives of this project as outlined above. 			
<p>Substantiate / Comments</p>			

SECTION 3: PRICE PROPOSAL

SECTION 3: COST PROPOSAL

1. **NOTE: All prices must be VAT inclusive (where applicable) and must be quoted in South African Rand (ZAR).**

2. Are the rates quoted firm for the full period of the contract?

YES	NO
-----	----

Important: If not firm for the full period, provide details of the basis on which price adjustments shall be applied e.g., CPI etc.

3. All additional costs associated the bidder’s offer must be clearly specified and included in the Total Bid Price.

4. Is the proposed bid price linked to the exchange rate?	Yes	No

If yes, the bidder must indicate CLEARLY which portion of the bid price is linked to the exchange rate:

5. Payments will be linked to specified deliverables after such deliverables have been approved by the IDC. Payments will be made within 30 days from date of invoice.	Comply	Not Comply

6. The IDC reserves the right to consider the guidelines on consultancy rates as set out in the National Treasury Instruction 02 of 2016/2017: Cost Containment Measures which took effect from 01 January 2014, where relevant. The bidder must indicate if their proposed rates are in line with the provisions of the referenced National Treasury Instruction: Cost Containment Measures.	Comply	Not Comply

Substantiate / Comments

7. COSTING MODEL

Activity/ Deliverable	Resource(s)*	Rate/Hour per resource	Number of hours	Total Cost (VAT Excl.)
ENVIRONMENTAL IMPACT ASSESSMENT (SOLUTION A – FLOATING STORAGE AND REGASSIFICATION UNIT FACILITY)				
1. Environmental Regulations and Local Regulations Gap Analysis (Ref. to SOW 3.1.1.)				
2. Specialist Studies (Ref. to SOW 3.1.2.)				
• Seismic Survey				
• Marine Ecology (Avifauna)				
• Biodiversity Ecology				
• Paleontology				
• Sediment and Water Quality				
• Climate Change Impact Assessment				
• Air Quality Assessment				
• Underwater Noise Assessment				
• Socio-economic Impact Assessment				
• Visual Impact Assessment				
3. EIA application process and all other applicable permits (Ref. to SOW 3.1.3.)				
4. Environmental Impact Assessment (Ref. to SOW 3.1.4)				
ENVIRONMENTAL IMPACT ASSESSMENT (SOLUTION B - LAND BASED STORAGE AND REGASIFICATION FACILITY)				
1. Environmental Regulations and Local Regulations Gap Analysis (Ref. to SOW 3.1.1.)				
2. Specialist Studies (Ref. to SOW 3.1.2.)				
• Seismic Survey				
• Marine Ecology (Avifauna)				
• Biodiversity Ecology				
• Paleontology				
• Sediment and Water Quality				
• Climate Change Impact Assessment				
• Air Quality Assessment				
• Underwater Noise Assessment				
• Socio-economic Impact Assessment				
• Visual Impact Assessment				
3. EIA application process and all other applicable permits (Ref. to SOW 3.1.3.)				
4. Environmental Impact Assessment (Ref. to SOW 3.1.4.)				
GENERAL i.e. meetings, presentations (Ref. to SOW 3.3)				
DISBURSEMENTS				
TOTAL BID PRICE (VAT EXCL.)				
VAT @ 15%				
TOTAL BID PRICE (VAT INCL.)				

Note:

- *Bidder to name / list the resource/s to be allocated for the different deliverables

The bidder must provide a detailed breakdown of the Disbursements as follows:

Cost Element	Cost (VAT Excl.)
Sub-Total Disbursements	

Note on pricing:

Disbursements (incidental expenses other than professional fees e.g., travel and accommodation, printing costs, etc.) must be clearly defined, outlining all assumptions. It is of utmost importance to submit clear and comprehensive cost proposals to allow the IDC to fairly compare bid price / cost proposals. If there is no additional fee envisaged for Disbursements, then the bidder must clearly indicate “No Charge / Free of Charge”. Failure to clearly indicate this, would result in IDC penalising your bid response by taking the cost of the highest bidder and adding 50% thereto and apply this rate for purposes of price comparisons. Bidders are therefore requested to respond clearly and comprehensively on this aspect of their bid response.

SUMMARY OF THE PROPOSAL

DESCRIPTION	BIDDER’S PROPOSAL
Number of resources (personnel)	
Project duration (in hours)	
Project duration (in months)	
Commencement Date	

Price Declaration Form

Dear Sir,

Having read through and examined the Request for Proposal (RFP) Document, RFP no. **T39/09/24**, the General Conditions, and all other Annexures to the RFP Document, **Appointment Of A Service Provider To Conduct Environmental Impact Assessments And Specialist Studies For The Liquefied Natural Gas (LNG) Terminal At The Port Of Ngqura Eastern Cape Province**, as per the specifications, at a total amount of:

R..... (Including VAT)

In words

R..... (Including VAT)

We confirm that this price covers all activities associated with the service, as called for in the RFP document. We confirm that IDC will incur no additional costs whatsoever over and above this amount in connection with the provision of this service.

We undertake to hold this offer open for acceptance for a period of 120 days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of the required service when required to do so by the IDC.

We understand that you are not bound to accept the lowest or any offer, and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.

We hereby undertake for the period during which this bid remains open for acceptance, not to divulge to any persons, other than the persons to whom the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

SIGNED

DATE

(Print name of signatory)

Designation

**FOR AND ON BEHALF
OF:**

COMPANY
NAME

Tel No

Fax No

Cell No

SECTION 4: ANNEXURES

ANNEXURE 2: ACCEPTANCE OF BID CONDITIONS AND BIDDER'S DETAILS

Request for Proposal
No: _____

Name of Bidder: _____

Authorised signatory: _____

Name of Authorised
Signatory _____

Position of Authorised
Signatory _____

By signing above the bidder hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this RFP.

[Note to the Bidder: The Bidder must complete all relevant information set out below.]

CENTRAL SUPPLIER DATABASE (CSD) INFORMATION

Bidders are required to be registered on the Central Supplier Database (CSD) of National Treasury. Failure to submit the requested information may lead to disqualification. Bidders are therefore required to submit as part of this proposal both their CSD supplier number and CSD unique registration reference numbers below:	
Supplier Number	
Unique registration reference number	

BIDDING STRUCTURE

Indicate the type of Bidding Structure by marking with an 'X':	
Individual Bidder	
Joint Venture/ Consortium	
Prime Contractor with Sub Contractors	
Other	

REQUIRED INFORMATION

If Individual Bidder:	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	

If Individual Bidder:	
Postal Address	
Physical Address	

If Joint Venture or Consortium, indicate the following for each partner:	
Partner 1	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Scope of work and the value as a % of the total value of the contract	
Partner 2	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Scope of work and the value as a % of the total value of the contract	

If bidder is a Prime Contractor using Sub-contractors, indicate the following:	
Prime Contractor	
Name of Company	
Registration Number	
Vat registration Number	

Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Sub contractors	
Name of Company	
Company Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Subcontracted work as a % of the total value of the contract	

ANNEXURE 3: TAX COMPLIANCE REQUIREMENTS

- 1. TAX COMPLIANCE REQUIREMENTS**
- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
 - 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
 - 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
 - 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
 - 1.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
 - 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

- 2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**
- 2.1 IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
 YES NO
 - 2.2 DOES THE BIDDER HAVE A BRANCH IN THE RSA?
 YES NO
 - 2.3 DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
 YES NO
 - 2.4 DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?
 YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 ABOVE.

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	
----------------------------	----------------------------	--

ANNEXURE 4: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest ¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

ANNEXURE 5: SHAREHOLDERS AND DIRECTORS INFORMATION

[Note to the bidder: the bidder must complete the information set out below. If the bidder requires more space than is provided below it must prepare a document in substantially the same format setting out all the information referred to below and return it with Returnable Schedule 2.]

4.1 Shareholders/ Members

Name of the shareholder	ID Number	Race	Gender	% Shares

Note: The bidder must also attach the detailed Company/ Group Structure where relevant.

4.2 Trust Information

With reference to point 8.6 IDC Rights, should a trust form part of the Company / Group structure then the following must be submitted as part of your proposal.

Documents necessary to verify the Identity of a Trust	<input type="checkbox"/> Copy of trust deed or other founding document by which trust is created.
	<input type="checkbox"/> Letters of authority (as issued by the Master of the High Court)
	<input type="checkbox"/> Personal details of each Trustee, each Beneficiary, the Founder, and the person authorised to act on behalf of the Trust

4.3 Black Shareholders/ Members as per the B-BBEE Certificate

Name of the shareholder	ID Number	Race	Gender	% Shares
Total Black Shareholding % as per the current and valid B-BBEE Certificate				

4.4 Directors

Name of the shareholder	ID Number	Race	Gender

I, THE UNDERSIGNED (NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

ANNEXURE 6: BEE COMMITMENT PLAN

The IDC encourages existing vendors and prospective bidders to support the objectives of B-BBEE and as far as possible strive to improve their B-BBEE contribution status. For bid evaluation purposes, bidders are allocated points in terms of a preference point system based on the Specific Goals which requires the bidder to have a valid B-BBEE certificate or a sworn affidavit in case of a EME or QSE.

Bidders are therefore required to submit a B-BBEE improvement plan in view of the new B-BBEE Codes of Good Practice. Bidders must indicate the extent to which their ownership, management control, employment equity, preferential procurement and enterprise development will be maintained or improved over the contract period in the event that they are successful in this bid process.

ANNEXURE 7: DISCLOSURE STATEMENT

In terms of the tender condition 8.6, which allows the IDC to conduct background checks on bidders and its shareholders and directors, the IDC hereby requires bidders to provide the following additional information:

- 7.1 The IDC considers the integrity of its appointed service providers to be of critical importance. The IDC reserves the right to disqualify from further consideration, any bidder whose integrity, based on past conduct (during the 5 years immediately preceding the bid submission date), it considers questionable.
- 7.2 To this end, the IDC requires each bidder to include in its bid, a disclosure statement which details the following (with sufficient information and supporting documentation for the IDC to make its own assessment as to the materiality or seriousness of allegations regarding the bidder's integrity or conduct):
 - 7.2.1 any criminal charges made against the bidder or any of its directors, shareholders, or management officials regarding their professional conduct;
 - 7.2.2 any civil proceedings initiated against the bidder or any of its directors, shareholders, or management officials regarding their professional conduct; and
 - 7.2.3 any other enquiry or similar proceedings initiated or threatened against the bidder or any of its directors, shareholders, or management officials regarding their professional conduct.
- 7.3 Where the bidder is a consortium, the disclosure statement referred to in paragraph 7.2 above must be made separately in respect of each consortium partner.
- 7.4 In the event that the bidder's circumstances change, after submission of its bid, regarding any matter referred to in paragraph 7.2 above or in regard to any matter referred to in its disclosure statement, the bidder must submit a written notification to IDC indicating the nature and extent of such changed circumstances.
- 7.5 The IDC reserves the right to seek such additional information from any bidder, in respect of the disclosure statement referred to in paragraph 7.2 above, as it may, in its sole discretion, determine, whether such information has been requested under this RFP or otherwise, and may require the bidder to make oral presentations for clarification purposes or to present supplementary information, in respect of the disclosure statement if so required by the IDC.
- 7.6 Based on its own assessment of the contents of the bidder's disclosure statement and any publicly available information which is relevant to the contents of such disclosure statement, the IDC will decide whether the bidder's conduct or any allegations relating thereto pose a risk, reputational or otherwise, to the IDC; and if it reaches an adverse conclusion the IDC will in its sole discretion have the right to disqualify a bidder from further participation in the tender process. Disqualification on this ground may be done at any stage in the bid evaluation process prior to contract award.

ANNEXURE 8: PRIVACY & PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 REQUIREMENTS

Request for Proposal No:	
Name of Bidder:	
Authorised signatory:	

Protecting personal information is important to the Industrial Development Corporation (IDC). To do so, IDC follows general principles in accordance with applicable privacy laws and the Protection of Personal Information Act 4 of 2013 (POPIA).

IDC's role as a responsible party, is amongst others to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/ prospective clients, third parties, suppliers, and operators.

Who is an Operator? A person or body/ entity which processes personal information for the IDC in terms of a contract or mandate.

Who is a Supplier? a natural or juristic person that provides a product or renders a service to the IDC. A supplier could also be considered as an operator, an independent responsible party or (together with IDC) a joint responsible party.

If the supplier or business partner provides IDC with its related persons' personal information, the supplier or business partner warrants that the related persons are aware of and have consented to the sharing and processing of their personal information with/by IDC. IDC will process the personal information of related persons as stated under a contractual agreement or as required by any related legislation.

Examples of the personal information of the supplier or business partner where relevant may include (but are not limited to): financial information, including bank statements provided to the IDC; · invoices issued by the supplier or business partner; the contract/ legal agreement between the IDC and the supplier or business partner; other identifying information, which includes company registration numbers, VAT numbers, tax numbers and contact details; marital status and matrimonial property regime (e.g. married in community of property); nationality; age; language; date of birth; education; financial history; identifying numbers (e.g. an account number, identity numbers or passport numbers); email address; physical address (e.g. residential address, work address or physical location); information about the location (e.g. geolocation or GPS location); telephone numbers; online and other unique identifiers; social media profile/s; biometric information (like fingerprints, facial recognition signature; race; gender; sex; criminal history).

Example of Special personal information is personal information about the following: · criminal behaviour, or any proceedings in respect of any offence allegedly committed by a data subject or the disposal of such proceedings; religious and philosophical beliefs; trade union membership; political beliefs; health, including physical or mental health, disability, and medical history; or biometric information (e.g., to verify identity).

RESPONSIBILITIES OF SUPPLIERS AND BUSINESS PARTNERS WHO ARE OPERATORS UNDER POPIA

Where a supplier or business partner, in terms of a contract or mandate, processes personal information for the IDC and is considered an operator of the IDC, the supplier or the business partner will be required to adhere to the obligations set out in the IDC data privacy or POPIA policy. This policy sets out the rules of engagement in relation to how personal information is processed by suppliers and business partners on behalf of the IDC as well as the minimum legal requirements that IDC requires the suppliers and business partners to adhere to, including compliance with POPIA as summarised in the below table.

Item	GUIDING CONDITIONS FOR PROCESSING PERSONAL INFORMATION	Yes	No
8.1	<p>Accountability The respective clients, third parties, suppliers and operators and its members will ensure that the provisions of POPIA, the guiding principles outlined in the policy and all the measures that give effect to such provisions are complied with at the time of the determination of the purpose and means of the processing and during the processing itself. In the event that an employee of the IDC or any person acting on behalf of the corporation who through their intentional or negligent actions and/or omissions fail to comply with the principles and responsibilities outlined, proper corrective measures will be applied.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8.2	<p>Processing Limitation The respective clients, third parties, suppliers and operators and its members will ensure that information is only processed for the justifiable reason and processing is compatible with the purpose of the collection.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8.3	<p>Purpose Specification All respective clients, third parties, suppliers and operators and its members will process personal information only for specific, explicitly defined, and legitimate reasons. The respective clients, third parties, suppliers and operators will inform IDC of reasons prior to collecting or recording their PI.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8.4	<p>Further Processing Limitation Personal information will not be processed for a secondary purpose unless that processing is compatible with the original purpose. Thus, where the respective clients, third parties, suppliers and operators seek to process personal information it holds for a purpose for which it was originally collected, and where this secondary purpose is not compatible with the original purpose, respective clients, third parties, suppliers and operators will first obtain additional consent from the IDC.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8.5	<p>Information Quality The respective clients, third parties, suppliers and operators will take reasonable steps to ensure that all personal information collected is complete, accurate and not misleading. Where PI is collected or received from third parties, the respective clients, third parties, suppliers and operators will take reasonable steps to confirm that the information is correct by verifying the accuracy of the information directly with the data subject or by way of independent sources.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8.6	<p>Open Communication Reasonable steps will be taken by the respective clients, third parties, suppliers and operators to ensure that the IDC is notified of the purpose for which the information is being collected, used, and processed.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8.7	<p>Security Safeguards It is a requirement of POPIA for responsible parties, business partners and operators to adequately protect personal information. IDC will need to review suppliers or business partner security controls and processes to ensure that personal Information is compliant with the conditions of the lawful processing of personal information as set out in the POPIA. This would be a continuous monitoring and review that will be conducted by the IDC at its discretion.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8.8	<p>Data Subject Participation A data subject whose PI has been collected, stored, and processed by the respective clients, third parties, suppliers and operators must have communication channels to attend to may request for the correction or deletion of such information.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

I, _____ (print name) hereby certify that the information, facts and representations are correct and that I am duly authorized to sign on behalf of the company.

Name of Company/ Entity: _____

Company/ Entity Registration Number: _____

Company/ Entity VAT Registration Number: _____

Signature (Company/ Entity Representative)

Date