

PART C2: PRICING DATA – WESTERN REGION

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C2.1 Pricing Assumptions & Instructions:

1. This tender to establish three Regional Framework Contract includes Options A, E and G. Depending on the specifics of the Task Order to be issued once the Framework is established, Option A, E or G will be selected by Transnet. *Consultants* appointed to the Framework will be requested to price the specific Scope of Work to be issued in a second stage using the rates or percentages tendered in this tender, or better.
2. This tender to establish the Framework Contract does not include an Activity Schedule. Pursuant to the establishment of the Framework, an Activity Schedule will be issued at the point that pricing for specific assignments is requested where Option A is applicable. Rates or percentages tendered for this tender shall be used by the Framework *Consultant* to price the specific scope of the Work Package under options A, E or G.
3. The financial offer score (points for price) shall be derived from a Transnet simulation of estimated manhours, expenses and other costs utilising rates, factors and percentages provided by the tenderer.
4. Financial evaluation will be undertaken on a Group basis – in terms of the Groups defined in T2.2-06 which are aligned with the Groups in C2.2.1 (below).
5. Estimates (by Transnet) of manhours, expenses and other costs included in this simulation will be uniform for all tenderers and are only for purpose of conducting evaluations of tenders. The hours and disbursements set out in C2.2.1 are not in any way related to any future Task order.
6. The total of prices will be a combination of hours allocated to all hourly rates tendered in C2.2.1 (Section A), percentages tendered against specific project values - C2.2.2 - (Section B) and the disbursement markup tendered – C2.2.3 - (section C).
7. A competitive price on a "group" basis comprising hourly rates, percentages (where applicable to a discipline) and disbursement markups tendered will therefore be required for a tenderer to be competitive amongst their peers.

8. Tenderers responding to the PROJECT AND CONSTRUCTION MANAGEMENT GROUP (Group D1), shall price the relevant section of C2.2.1. (A) and section C2.2.2 table B1 – with tables 1 to 5.
9. Tenderers responding to the PROJECT CONTROLS GROUP (Group D2), shall price the relevant section of C2.2.1. (A) **and** section C2.2.2 table B2 – with tables 6 to 10.
10. Tenderers responding to the CONSTRUCTION HEALTH & SAFETY GROUP (Group F2) , shall price the relevant section of C2.2.1. (A) **and** section C2.2.2 table B3 with tables 11 to 15.
11. Tenderers responding to the ENVIRONMENTAL GROUP (Group E), are only required to submit one rate for the specialists. Notwithstanding, they may submit CV's for any of the specialists. Whenever a specialist is required, the tendered rate will be utilized for remuneration, irrespective of which specialist is required. Where more than one specialist is required the tendered rate will be applied to each of the specialists.
12. All Tenderers responding to any group or combination of groups shall also price Section C2.2.3 table C.
13. Unless stated otherwise in the pricing schedule, tendered rates shall be in respect of staff that fulfil the requirements of the eligibility criteria set out in **Schedule B** of form T2.2-06 (mandatory returnable – eligibility criteria).
14. The minimum response from a tenderer is a submission in respect of a group of disciplines.
15. Failure to respond to all disciplines in a Group will result in the tender being considered non-responsive and will not be evaluated further. Tenderers shall tender a rate for every line item within a Group set out in **Section A** (hourly rates).
16. A tenderer may respond to one or more Groups, but when responding to a Group must return a response to **all disciplines** in that Group.
17. Values determined from sections C2.2.1 A1, B and C will be used for evaluation purposes only. When a specific project is identified that requires resources, an option A, E or G will be selected,

and the framework *consultant* will be approached to submit a price for the scope for the specific project. Tenderers may not price task orders at rates/ percentages higher than that tendered in this tender but may offer lower rates/ percentages to remain competitive in the second stage.

18. Rates requested in C2.2.1 A2 are "Rates Only" and do not make up the tendered price – i.e. are not carried forward to the Form of Offer.

19. Transnet National Port Authority operates in the following Ports, which are located in "Regions" as indicated below.

- a. Eastern Region
 - i. Port of Richards Bay
 - ii. Port of Durban (defined office)
- b. Central Region
 - i. Port of East London
 - ii. Port Elizabeth (defined office)
 - iii. Port of Ngqura
- c. Western Region
 - i. Port of Mossel Bay
 - ii. Port of Cape Town (defined office)
 - iii. Port of Saldanha
 - iv. Port Nolloth
 - v. Port of BoegoeBaai

20. Tenderers are required to select which region they wish to be considered for by submitting a resource /CV in a region in Schedule A in Form T2.2-06.

21. Notwithstanding one tender process, three regional frameworks will be created. Each Regional Framework will comprise sub-frameworks at a Group Level.

22. Disbursements for travel and accommodation will not be paid where an appointment is made for a project within the region in which the Framework is located. Where a tenderer assembles resources to constitute a complete set of disciplines to make up a Group, and those resources

are secured through a subcontract relationship, then those resources shall not be considered as disbursements and a markup on those subcontractors shall not be permitted.

23. Where a task order is issued following a secondary stage procurement and completion of that task requires additional specialist resources, a consultant may place a markup at a percentage not exceeding the percentage tendered. The cost of the specialist resources or other disbursements required to complete a task order shall be approved by the *Project Manager* prior to approval of the Task Order.
24. Where a resource/ discipline does not exist on a Regional Framework, Transnet reserves the right to procure a resource/ discipline from one of the other Regional Frameworks. Where a resource/ discipline is procured from one of the other regional frameworks, reasonable disbursements for travel and accommodation will be paid as defined in the contract data.
25. The staff rates are the prices charged for staff and shall include for all the costs to the *Consultant*, including basic salary, any additional payments or benefits and social costs, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and including the costs of mentoring and training as stipulated in the Contract Participation goal.
26. The staff rates offered by the *Consultant* are deemed to include the total cost of employment of a person at the amounts applicable to such a person at the time when the services are rendered, including basic salary, or a nominal market related salary, fringe benefits not reflected in the basic salary, including normal annual bonus; Employer's contribution to medical aid; group life insurance premiums borne by the Consultant; the Consultant's contribution to a pension or provident fund; and all other benefits or allowances payable in terms of a letter of appointment, including any transportation allowance or company vehicle benefits, telephone and / or computer allowances, etc; and amounts payable in terms of an Act. All benefits and any other costs borne by the consultant shall be carried by the consultant and included for in the rate. Costs that are not defined shall be included in the rate and Transnet SOC shall not cover newly introduced costs other than the rates and defined items within this document.

27. Staff rates are based on a 40-hour working week and include all burdens included in 18 and 19 above and staff "total cost to company" rates are amortized within the 40-hour week over a 12-month period.
28. The contractor shall achieve in the performance of the contract the Contract Skills Development Goals (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts (published in GN 43495 of 3 July 2020).
29. The CSDG established for this project is 7,5% of the total hours invoiced and paid. "Total hours" means all hours invoiced and paid in respect of ALL appointments made from the Framework.
30. The target for the CSDG is Work Integrated Learners and graduates who are registered as Candidates with one of the built environment professional councils.
31. The Tenderer's rates and percentages provided in Section A, B and C of the pricing schedules below shall allow for all costs of achieving the CSDG. No additional costs shall be considered in achieving the CSDG. Transnet shall have a right of first refusal for seconding its own staff to the Consultant for work integrated learnerships and/ or professional mentorships.
32. Sanction for non-achievement of the CSDG
Low performance damages for failure to achieve the contracted CSDG shall be applicable at the rate of:
 $2 \times (\text{Contracted CSDG\%} - \text{Actual CSDG\%}) \times (\text{the highest hourly rate tendered in Schedule A of C2.2.1}).$
Low performance damages will become applicable only once one thousand hours have been invoiced and paid.
33. Payment to the service provider to accommodate Work Integrated Learners and Candidates for Professional Registration:
The tenderer shall allow in his tendered rates/ percentages the cost of accommodating candidates for professional registration (if required).

34. Payment to the service provider for supervision and mentoring of Work Integrated Learners and Candidates for Professional Registration:

The employer shall make no provision for an additional payment item for the payment of the supervisor and/ or mentors for the provision of supervision and mentoring of Candidates for Professional Registration. The service provider shall make provision for these costs in his tendered rates/ percentages.

35. The Employer must be given the opportunity to request a reduction in tendered rates for task orders awarded for periods longer than one month.

36. Approved overtime rates are to be at a rate exclusive of all burdens detailed in item 23 above.

37. The staff rates derived from the Pricing Schedule exclude value added tax.

38. Staff Rates quoted must be *categorised* in line with categories published by the National Department of Public Works (NDPW) for each of the built environment disciplines (a - f below). This does NOT mean that the rates of the NDPW must be utilised- the tenderer is free to tender higher or lower than the NDPW rate.

- a) The Engineering Council of South Africa ECSA scale of categories of Rates, (A, B, C or D).
- b) South African Council for Quantity Surveying Profession (SACQSP).
- c) South African Council for the Project and Construction Management Professions (SACPCMP)
- d) The South African Council for the Natural Scientific Professions,
- e) The Environmental Assessment Practitioners Association,
- f) The South African Geomatics Council,
- g) Or where not defined by a statutory body or registered industry body the definition of the work function shall be approved by the Employers Agent (and Owners Team representative) before any work commences.

39. Payment to a director or member not providing strategic guidance in planning and executing a project (as a defined person in the schedule) or performing quality management checks shall be covered as an overhead in the defined person and the associated rate.

C2.1.1 Pricing Instructions: Option A

How the contract prices work and assessment for progress payments

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

- Identified and defined terms**
- 11 (14) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.
- 11.2 (15) The Price for Services Provided to Date is the total of the Prices for the activities which have been completed. A completed activity is one which is without Defects which would delay immediately following work.
- (18) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

Measurement and Payment

The activity schedule provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

The amount due at each assessment date is based on activities and/or milestones completed as indicated on the activity schedule.

The activity schedule work breakdown structure provided by the *Consultant* is based on the activity schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. **The activity schedule work breakdown structure is compiled to the satisfaction of the *Employer* with any additions and/or amendments deemed necessary.**

The *Consultant's* detailed activity schedule summates back to the activity schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

The Prices are obtained from the activity schedule. The Prices includes for all direct and indirect costs, overheads, profits, oncosts, risks, liabilities, obligations, etc. relative to the contract.

C2.1.2 Pricing Instructions: Option E

Identified and defined terms	11	
	11.2	(16) The Price for Services Provided to Date is the Time Charge for the work which has been completed.
		(19) The Prices are the Time Charge.
The <i>Consultant's</i> obligations	21	
	21.4	The <i>Consultant's</i> prepares forecasts of the total Time Charge and expenses for the whole of the <i>services</i> and submits them to the Employer. Forecasts are prepared at the intervals stated in the Contract Data from the <i>starting date</i> until Completion of the whole of the <i>services</i> . An explanation of the changes made since the previous forecast is submitted with each forecast.
Subcontracting	24	
	24.4	The <i>Consultant</i> submits the proposed contract data for each subcontract for acceptance to the <i>Employer</i> if <ul style="list-style-type: none"> • An NEC3 contract is proposed and • The <i>Employer</i> instructs the <i>Consultant</i> to make the submission. <p>A reason for not accepting the proposed contract data is that its use will not allow the <i>Consultant</i> to Provide the Services.</p>

Acceleration **34**

34.4 When the *Employer* accepts a quotation for an acceleration, he changes the Completion Date, the Key Dates and the forecast of the total Time Charged for the whole of the *services* accordingly and accepts the revised programme.

Assessing the amount due **50**

50.5 Payments for staff whose *staff rate* is stated in the Contract Data in a currency other than the *currency of this contract* are included in the amount due as payments to be made to the *Consultant* in the same currency.

Accounts and records **52**

52.2 The *Consultant* keeps account and records of his Time Charge and *expenses* and allows the *Employer* to inspect them at any time within working hours.

Implementing compensation events **65**

65.4 The changes to the forecast amount of the Prices, the Completion Date and the Key Dates are included in the notification implementing a compensation event.

From the core clauses:

Identified and defined terms 11.2 (13) The Time Charge is the sum of the products of each of the *staff rates* multiplied by the total staff time appropriate to that rate properly spent on work in this contract.

and

- Assessing the amount due** 50.3 The amount due is:
- the Price for Services Provided to Date,
 - the amount of the *expenses* properly spent by the *Consultant* in Providing the Services and
 - other amounts to be paid to the *Consultant* less amounts to be paid by or retained from the *Consultant*.
- Any tax which the law requires the *Employer* to pay to the *Consultant* is included in the amount due.

Tendering *Consultants* are advised to consult the NEC3 Professional Services Contract (June 2005) Guidance Notes and Flow Charts page 28 before entering *staff rates* into Contract Data, or below.

This is because *staff rates* can be established in one of three ways:

- rates for named staff,
- rates for categories of staff or
- rates related to salaries paid to staff.

Rate adjustment for inflation, will be done by using Option X1: Price adjustment for inflation. See pages 13, 14 and 28 of the Guidance Notes.

Expenses associated with employing a staff member in Providing the Services can be listed separately either by the *Employer* in Contract Data provided by the *Employer* or by the *Consultant* in Contract Data provided by the *Consultant*. As only the *expenses* listed may be claimed by the *Consultant*, all other cost to the *Consultant* associated with providing the Services must be included within the *staff rates*.

Rate adjusted for inflation of *expenses* is explained on page 13 of the Guidance Notes.

C2.1.3 Pricing Instructions: Option G

- 1) The *Consultant* shall be paid under Option G (Term) for services performed where this option is selected at the Task Order stage.

C2.1.4 Reimbursable Expenses

C2.1.4.1 Site-based staff:

Expenses shall be as follows:

- 1) All expenses (disbursements) necessary to Provide the services to complete the work in the Task shall be deemed to be included in the Prices and *staff rates* i.e. the Consultant shall not be reimbursed separately for any *expenses* (disbursements) incurred except where provided for otherwise.
- 2) A subsistence allowance may only be claimed in respect of each night that the *Consultant* is away from his usual place of business within Transnet. Furthermore, the *Consultant* must prove that he has incurred this cost due to this not being his original place of work as stipulated in the task order.
- 3) Travel expenses may only be claimed in respect of the cost of transportation of the *Consultant's* staff from their usual place of business (as stipulated in the task order) to the jobsite outside of the Region in which the *Consultant* is listed on Framework.
- 4) All air travel shall be in accordance with the Transnet Travel Policy and only if this is outside of the Region in which the *Consultant* is listed on the Framework.
- 5) All persons defined in the price list (C2.2) are classified as non-executive and shall travel economy for domestic flights.
- 6) Accommodation means a
 - a) bed and breakfast;
 - b) guest house;
 - c) self catering; or
 - d) hotel having a star rating of 1, 2 or 3

As defined by the Tourism Grading Council of South Africa (see www.tourismgrading.co.za).

Note: A lodge, country house or 4 star or higher star rated hotel is not accommodation. Any stay in such a facility cannot be claimed as an expense.

- 7) Breakfast not included in accommodation is not an expense as it falls under the subsistence allowance.
- 8) A hired car means a motor vehicle having an engine capacity of not more than 1600cc.

Note: A hired car having an engine capacity greater than 1600cc is not a hired car and cannot be claimed as an expense.

C2.1.4.2 Project Insurance, bonds and permits

- 1) All permits and/or special licences the Employer requires the Consultant to obtain shall be reimbursed at cost.

C2.1.4.3 Duties, Taxes, Permits and Licences

- 1) The cost of any duties, taxes (excluding corporate tax) ,VAT or licensing arising directly out of or that are applicable to the services under this contract will be reimbursable at cost

C2.1.4.4 Audits and Monitoring

- 1) The staff rates should allow for management and administrative assistance in the facilitation and undertakings of audits.
- 2) Business between the *Consultant* and *Employer* is conducted on an open book basis. The Employer is entitled to have external auditors inspect the books of the consultant in so far as they pertain to the execution of the projects and has the right to have its external auditors audit any invoice submitted by the consultant and any relevant information which may affect the amounts due to the consultant.

C2.2 Pricing Schedule

C2.2.1 Pricing Schedule: SECTION A1: The *staff rates* are:

Note: The hours set out in the "Hours" column are solely for purpose of evaluating the tender and do not reflect in any way the value of an appointment. All rates and totals shall exclude VAT.

GROUPS	No.	DISCIPLINE	TOTAL ANNUAL COST OF EMPLOYMENT	Hours	Hourly Rate	TOTAL
A. INDUSTRIAL RELATIONS AND TRAINING	A.1	Project Industrial Relations		1500		R
	A.2	Community Liaison		2500		R
	A.3	Sub-contractor Management/SMME Support and Development		2500		R
	A.4	Training/Skills Transfer (Candidate professionals/artisans)		2000		R
Subtotal Carried forward to form of offer						R
B. COMMUNICATIONS MANAGEMENT	B.1	Stakeholder & Communication Management	N/A	N/A	N/A	N/A
	B.2	Change Management		500		R
Subtotal Carried forward to form of offer						R
C. CONTRACTS MANAGEMENT	C.1	Contracts Management		2000		R
	C.2	Contract Administration		2000		R
Subtotal Carried forward to form of offer						R

GROUPS	No.	DISCIPLINE	TOTAL ANNUAL COST OF EMPLOYMENT	Hours	Hourly Rate	TOTAL
D1. PROJECT CONTROLS	D.1.1	Project Director		2500		R
	D.1.2	Senior Project Manager		2500		R
	D.1.3	Project Manager		3000		R
	D.1.4	Project Construction Manager		3500		R
Subtotal Carried forward to form of offer						R
D2. PROJECT CONTROLS	D.2.1	Project Controls Manager		2500		R
	D.2.2	Lead Project Planner/ Schedule Management		2500		R
	D.2.3	Project Planner/ Project Scheduler		3000		R
	D.2.4	Document Controller		1500		R
	D.2.5	Lead Quantity Surveyor		2000		R
	D.2.6	Quantity Surveyor		3000		R
	D.2.7	Lead Cost Engineer		2000		R
	D.2.8	Cost Engineer		2000		R
	D.2.9	Project Administration		1500		R
	Subtotal Carried forward to form of offer					

GROUPS	No.	DISCIPLINE	TOTAL ANNUAL COST OF EMPLOYMENT	Hours	Hourly Rate	TOTAL
E. ENVIRONMENTAL	E.1	Environmental Manager		1000		R
	E.2	Environmental Control Officer		1500		R
	E.3	Environmental Assessment Practitioner		1000		R
	E.4.1	Environmental Specialist: Climate Change		750		R
	E.4.2	Environmental Specialist: Biodiversity				
	E.4.3	Environmental Specialist: Ecologist				
	E.4.4	Environmental Specialist: Hydrologist				
	E.4.5	Environmental Specialist: Archeologist				
Subtotal Carried forward to form of offer						R
F1. CONSTRUCTION HEALTH & SAFETY	F.1.1	Construction Health & Safety Officer		1000		R
	F.1.2	Construction Health & Safety Manager		750		R
Subtotal Carried forward to form of offer						R

GROUPS	No.	DISCIPLINE	TOTAL ANNUAL COST OF EMPLOYMENT	Hours	Hourly Rate	TOTAL
F2. CONSTRUCTION HEALTH & SAFETY AGENT	F.2.1	Construction Health & Safety Agent		750		R
Subtotal Carried forward to form of offer						R
G. QUALITY	G.1	Quality Assurance Officer		1000		R
	G.2	Quality Control Officer		1000		R
Subtotal Carried forward to form of offer						R
H. PROCUREMENT	H.1	Infrastructure Procurement Manager		1500		R
	H.2	Infrastructure Procurement Specialist		1500		R
	H.3	Procurement Manager		1500		R
Subtotal Carried forward to form of offer						R
I. ENGINEERING: GEOTECHNICAL ENGINEERING	I. 1	Pr. Eng: Geotechnical Engineer		750		R
	I.2	Pr. Tech. Eng: Geotechnical Engineer		1000		R
Subtotal Carried forward to form of offer						R

GROUPS	No.	DISCIPLINE	TOTAL ANNUAL COST OF EMPLOYMENT	Hours	Hourly Rate	TOTAL
J. ENGINEERING: DESALINATION STUDIES/ ENGINEERING	J.1	Pr. Eng. (experience in any of the disciplines listed in J1 of Schedule B of T.2.2 – 06)		750		R
	J.2	Pr. Tech Eng. (experience in any of the disciplines listed in J1 of Schedule B of T.2.2 – 06)		750		R
Subtotal Carried forward to form of offer						R
K. CHEMICAL ENGINEERING	K.1	Pr. Eng. (with experience in any of the disciplines listed in K1 of Schedule B of T.2.2-06)		750		R
	K.2	Pr. Tech Eng (with experience in any of the disciplines listed in K1 of Schedule B of T.2.2-06)		850		R
Subtotal Carried forward to form of offer						R
L. GEOMATICS	L.1	Detection & Mapping of Underground Services		850		R
	L.2	Topographical Survey		1000		R
Subtotal Carried forward to form of offer						R
M. RISK	M.1	Risk Management Professional		750		R
Subtotal Carried forward to form of offer						R

C2.2.1 Pricing Schedule: SECTION A2: Engineering – General Rates (Rates Only)

NOTE: THE FOLLOWING RATES ARE REQUESTED AS "RATE ONLY" AND DO NOT CONTRIBUTE TOWARDS THE TENDERED PRICE. CVS ARE NOT REQUIRED TO BE SUBMITTED IN RESPECT OF STAFF FALLING INTO THESE CATEGORIES

#	CATEGORY	TOTAL ANNUAL COST OF EMPLOYMENT	HOURLY RATE
ENGINEERING			
1	Engineering: Category A - Expert/Specialist		
2	Engineering: Category B - Project Director / Member/ Principal		
Engineering: Category C – Professional Staff			
3	Pr. Eng. < 10 years post-registration experience		
4	Pr. Eng. ≥ 10 years post-registration experience		
Engineering: Category D - Technical Staff - Registered			
5	Pr. Tech. Eng more than 5 years, less than 10 years post-registration experience		
6	Pr. Tech. Eng ≥ 10 years post- registration experience		
Engineering: Category D - Technical Staff - Not Registered			
7	Engineer (B.Sc. or higher; ≥ 10 years' experience)		
8	Engineer (B.Sc. or higher; more than 5, less 10 years' experience)		
9	Engineer (B.Sc. or higher; < 5 years' experience)		
10	Technologist (B.Tech. with ≥ 6 years' experience)		
11	Technologist (B.Tech. with < 6 years' experience)		

#	CATEGORY	TOTAL ANNUAL COST OF EMPLOYMENT	HOURLY RATE
12	Technician (N. Dip. with ≥ 6 years' experience)		
13	Technician (N. Dip. with < 6 years' experience)		
14	Draughtsman (civil engineering)		
GEOMATICS			
1	Geomatics Professional (G.Pr.) (detection & mapping of underground services)		
2	Geomatics Professional (G.Pr.) (Topographical Survey)		
3	Geomatics: Category A - Expert/Specialist		
4	Geomatics: Category B - Project Director / Member/ Principal		
5	Geomatics/Geoinformatics/Land Surveying (BSc and higher; ≥ 10 years' experience)		
6	Geomatics/Geoinformatics/Land Surveying (BSc and higher; between 5 and 10 years' experience)		
7	Geomatics/Geoinformatics/Land Surveying (BSc and higher; < 5 years' experience)		
8	Surveying/Cartography (BTech/Ndip with ≥ 6 years' experience)		
9	Surveying/Cartography (BTech/Ndip with < 6 years' experience)		
10	Surveying/Cartography GISc (Ndip)		
11	Draughts person		

C2.2.2: SECTION B: FEES BASED ON A PERCENTAGE OF THE VALUE OF THE WORKS**B1: PROJECT AND CONSTRUCTION MANAGEMENT****B2: QUANTITY SURVEYING****B3: CONSTRUCTION HEALTH AND SAFETY AGENTS****B1. PROJECT AND CONSTRUCTION MANAGEMENT**

1. The percentage fee tendered shall be based on the "Standard Services" for the overall project and for each stage of the project, as set out in SACPCMP Board Notice 168 of 2019, published in Government Gazette, No. 42697, dated 13 September 2019.

2. The Tendered Fee in **Table 1** for projects of value up to **R16m** shall be further broken down per stage in **Table 2**.

3. The Tendered Fee in **Table 1** for projects of value up to **R64m** shall be further broken down per stage in **Table 3**.

4. The Tendered Fee in **Table 1** for projects of value up to **R256m** shall be further broken down per stage in **Table 4**.

5. The Tendered Fee in **Table 1** for projects of value up to **R500m** shall be further broken down per stage in **Table 5**.

Table 1. Project & Construction Management

#	PROJECT VALUE (up to)	Tendered %	Tendered Fee Value (R.c)
1	R16,000,000.00		
2	R64,000,000.00		
3	R256,000,000.00		
4	R500,000,000.00		
TOTAL CARRIED FORWARD TO FORM OF OFFER			

Table 2: Breakdown of fee per stages: Project Value up to R16,000,000.00

Stage	Description	Breakdown of fee tendered in Table 1 (%)	Tendered Fee Value (R.c)
1	Inception	10	
2	Concept & Viability	10	
3	Design Development	25	
4	Documentation & Procurement	10	
5	Construction	40	
6	Close Out	5	
TOTAL (NB - this total must equal the value for item # 1 in table 1			

Table 3: Breakdown of fee per stages: Project Value up to R64,000,000.00			
Stage	Description	Breakdown of fee tendered in Table 1 (%)	Tendered Fee Value (R.c)
1	Inception	10	
2	Concept & Viability	10	
3	Design Development	25	
4	Documentation & Procurement	10	
5	Construction	40	
6	Close Out	5	
TOTAL (NB - this total must equal the value for item # 2 in table 1			

Table 4: Breakdown of fee per stages: Project Value up to R256,000,000.00			
Stage	Description	Breakdown of fee tendered in Table 1 (%)	Tendered Fee Value (R.c)
1	Inception	10	
2	Concept & Viability	10	
3	Design Development	25	
4	Documentation & Procurement	10	
5	Construction	40	
6	Close Out	5	
TOTAL (NB - this total must equal the value for item # 3 in table 1			

Table 5: Breakdown of fee per stages: Project Value up to R500,000,000.00			
Stage	Description	Breakdown of fee tendered in Table 1 (%)	Tendered Fee Value (R.c)
1	Inception	10	
2	Concept & Viability	10	
3	Design Development	25	
4	Documentation & Procurement	10	
5	Construction	40	
6	Close Out	5	
TOTAL (NB - this total must equal the value for item # 4 in table 1			

B2. QUANTITY SURVEYING

1. The percentage fee tendered shall be based on the "Standard Services" for the overall project and for each stage of the project, as set out in SACQSP Board Notice 170 of 2015, published in Government Gazette, No. 39134, dated 28 August 2015.

2. The Tendered Fee in **Table 6** for projects of value up to **R16m** shall be further broken down per stage in **Table 7**.

2. The Tendered Fee in **Table 6** for projects of value up to **R64m** shall be further broken down per stage in **Table 8**.

2. The Tendered Fee in **Table 6** for projects of value up to **R256m** shall be further broken down per stage in **Table 9**.

2. The Tendered Fee in **Table 6** for projects of value up to **R500m** shall be further broken down per stage in **Table 10**.

Table 6. Quantity Surveying

#	PROJECT VALUE (up to)	Tendered %	Tendered Fee Value (R.c)
1	R16,000,000.00		
2	R64,000,000.00		
3	R256,000,000.00		
4	R500,000,000.00		
TOTAL CARRIED FORWARD TO FORM OF OFFER			

Table 7: Breakdown of fee per stages: Project Value up to R16,000,000.00

Stage	Description	Breakdown of fee tendered in Table 6 (%)	Tendered Fee Value (R.c)
1	Inception	2,5	
2	Concept & Viability	5	
3	Design Development	7,5	
4	Documentation & Procurement	35	
5	Construction	45	
6	Close Out	5	
TOTAL (NB - this total must equal the value for item # 1 in table 6			



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Table 8: Breakdown of fee per stages: Project Value up to R64,000,000.00			
Stage	Description	Breakdown of fee tendered in Table 6 (%)	Tendered Fee Value (R.c)
1	Inception	2,5	
2	Concept & Viability	5	
3	Design Development	7,5	
4	Documentation & Procurement	35	
5	Construction	45	
6	Close Out	5	
TOTAL (NB - this total must equal the value for item # 2 in table 6			

Table 9: Breakdown of fee per stages: Project Value up to R256,000,000.00			
Stage	Description	Breakdown of fee tendered in Table 6 (%)	Tendered Fee Value (R.c)
1	Inception	2,5	
2	Concept & Viability	5	
3	Design Development	7,5	
4	Documentation & Procurement	35	
5	Construction	45	
6	Close Out	5	
TOTAL (NB - this total must equal the value for item # 3 in table 6			

Table 10: Breakdown of fee per stages: Project Value up to R500,000,000.00			
Stage	Description	Breakdown of fee tendered in Table 6 (%)	Tendered Fee Value (R.c)
1	Inception	2,5	
2	Concept & Viability	5	
3	Design Development	7,5	
4	Documentation & Procurement	35	
5	Construction	45	
6	Close Out	5	
TOTAL (NB - this total must equal the value for item # 4 in table 6			



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B3. CONSTRUCTION HEALTH & SAFETY AGENTS	
1.	The percentage fee tendered shall be based on the "Standard Services" for the overall project and for each stage of the project, as set out in SACPCMP Board Notice 167 of 2019, published in Government Gazette, No. 42697, dated 13 September 2019.
2.	The Value bands in Table 11 are taken from Table 1 published in SACPCMP Board Notice 184 of 2021, Government Gazette 45663 dated 17 December 2021.
2.	The Tendered Fee in Table 11 for projects of value up to R11,2m shall be further broken down per stage in Table 12 .
2.	The Tendered Fee in Table 11 for projects of value up to R45m shall be further broken down per stage in Table 13 .
2.	The Tendered Fee in Table 11 for projects of value up to R180m shall be further broken down per stage in Table 14 .
2.	The Tendered Fee in Table 11 for projects of value up to R359,9m shall be further broken down per stage in Table 15 .

Table 11. Construction Health & Safety Agent			
#	PROJECT VALUE (up to)	Tendered %	Tendered Fee Value (R.c)
1	R11,200,000.00		
2	R45,000,000.00		
3	R180,000,000.00		
4	R359,900,000.00		
TOTAL CARRIED FORWARD TO FORM OF OFFER			

Table 12: Breakdown of fee per stages: Project Value up to R11,200,000.00			
Stage	Description	Breakdown of fee tendered in Table 11 (%)	Tendered Fee Value (R.c)
1	Project Initiation & Briefing	5	
2	Concept & Feasibility	20	
3	Design Development	20	
4	Tender Documentation & Procurement	10	
5	Construction Documentation & Management	40	
6	Project Close Out	5	
TOTAL (NB - this total must equal the value for item # 1 in table 11			

Table 13: Breakdown of fee per stages: Project Value up to R45,000,000.00			
Stage	Description	Breakdown of fee tendered in Table 11 (%)	Tendered Fee Value (R.c.)
1	Project Initiation & Briefing	5	
2	Concept & Feasibility	20	
3	Design Development	20	
4	Tender Documentation & Procurement	10	
5	Construction Documentation & Management	40	
6	Project Close Out	5	
TOTAL (NB - this total must equal the value for item # 2 in table 11)			

Table 14: Breakdown of fee per stages: Project Value up to R180,000,000			
Stage	Description	Breakdown of fee tendered in Table 11 (%)	Tendered Fee Value (R.c.)
1	Project Initiation & Briefing	5	
2	Concept & Feasibility	20	
3	Design Development	20	
4	Tender Documentation & Procurement	10	
5	Construction Documentation & Management	40	
6	Project Close Out	5	
TOTAL (NB - this total must equal the value for item # 3 in table 11)			

Table 15: Breakdown of fee per stages: Project Value up to R359,900,000			
Stage	Description	Breakdown of fee tendered in Table 11 (%)	Tendered Fee Value (R.c)
1	Project Initiation & Briefing	5	
2	Concept & Feasibility	20	
3	Design Development	20	
4	Tender Documentation & Procurement	10	
5	Construction Documentation & Management	40	
6	Project Close Out	5	
TOTAL (NB - this total must equal the value for item # 4 in table 11			

C2.2.3 MARK-UP ON DISBURSEMENTS

SECTION C: MARK-UP ON DISBURSEMENTS		
Item	Tendered % on a value of R2,000,000.00	Value of the % Mark-up on R2,000,000.00
Mark-up % (on proven costs basis). Any additional services that might be required and any project related expense not covered in tendered fees in section A and B.		R
TOTAL CARRIED FORWARD TO FORM OF OFFER		R



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PART C3: SCOPE

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C3.1 Scope

1. Employer's objectives

The *Employer's* objective is to enter into a framework contract to provide multi-disciplinary professional and project support services for infrastructure projects on a regional basis on an as and when basis to serve Transnet National Ports Authority's emerging needs and requirements.

The regions are defined as:

- Eastern Region – comprising the Ports of Durban and Richards' Bay
- Central Region – comprising the Ports of East London, Ngqura and Port Elizabeth, and
- Western Region – comprising the Ports of Mossel Bay, Cape Town, Saldanha, Port Nolloth and Boegoe Baai.

Tenderers may tender for more than one region. By submission of a resource for more than one region in Schedule A of Form T2.2-06, a tenderer is deemed to have made a submission for the respective region. *Resources included in a tender for one region may not be duplicated in a tender for another region.*

The Socio-economic objectives of this project are:

- To achieve;
 - ✓ B-BBEE Status Level of Contributor 1 or 2,
- To train and mentor candidate professionals towards achieving professional registration in their chosen professional discipline. A contract skills development goal (CSDG) of 7,5% of the invoiced and paid hours has been stipulated in the Contract Data. This means that the Service Provider shall achieve the number of hours of mentoring and training of candidate professionals that is equivalent to the CSDG.

The Specification for training and mentoring candidate professionals shall be the requirements stipulated by the relevant Council/ Professional body from time to time and are not included in this tender document.



2. Background

- 2.1 The *Employer* aims to enter into framework agreements with multi-disciplinary *Consultants*, alternatively Joint Ventures/ Consortia housing the multiple skills required to support the *Employer's* infrastructure program. A competitive selection process will be followed for the procurement of these services which will be for a period of three (3) years, based on the NEC3 Professional Services contract (Options A: Priced Contract with Activity Schedule, Option E: Time Based Contract and Option G: Term Service).
- 2.2 The *Employer's Agents* requiring *services* falling within the scope of this Framework contract, may following the preparation of a Task Order:
- a) Issue the Task order in accordance with the terms of the framework contract to the *Consultant* who is most suited to provide the service in the best interest of the *Employer*; or
 - b) Where the terms of the framework contract require modification, or where considered desirable, requests all *Consultants* who have framework contracts covering the required scope of work to submit quotations for the Task Order in terms of specific contract data which includes data which could modify the framework contract.
- 2.3 A Task Order shall be issued to the *Consultant* submitting the quotation which scores the highest number of points.
- 2.4 The *Consultants* shall be issued with Task Orders to Provide the Services within the term of the framework contract but may be invited within the term of such contracts to quote to Provide Services with a completion date beyond the term of the contract, in which case, the term continues until *services* so instructed are completed.



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3. Management and start up.

3.1 Documentation control

The *Consultant* shall submit all documentation complying with the *Employer's* standards and requirements. Project specific standards and requirements are detailed in each Task Order. The *Employer* will issue all relevant documentation to the *Employer*, but control, maintenance and handling of these documents will be the *Consultant's* sole responsibility and at its expense and managed with a suitable Document Control Management System.

All documents issued to 3rd Party contractors and to the *Employer* must be submitted through the *Employer's* **Document Control Management System.**

3.2 Health & Safety Requirements

The *Consultant* shall comply with Health and Safety requirements contained in TRN-IMS-GRP-GDL-014.3 Contractor Management Procedure with the Occupational Health and Safety Act and Applicable Regulations to this Scope of services.

The *Consultant* shall comply with all applicable legislation, regulations issued in terms thereof and Transnet's safety rules which shall be entirely at the *Consultant's* cost, and which shall be deemed to have been allowed for in the rates and prices.

The *Consultant* is required to submit particulars of his/her Health and Safety Programme within 1 (one) week of award of tender. Particular requirements of the *Employer*, if any, will be made known on issue of the Task Order.

The *Consultant* shall, comply amongst others, within the following:

- (i) The Compensation for Occupational Injuries and Diseases Act, no.130 of 1993. The *Consultant* shall produce proof of his/her registration and good standing with the Compensation Commissioner in terms of the Act and submit with his/her tender.
- (ii) Act 85 of 1993, Occupational Health and Safety Act, and its regulations.
- (iii) The Provincial Ordinances and Local Authority by-laws and all relevant regulations framed there under.
- (iv) The *Consultant* and his/her employees shall have valid safety inductions when accessing or working on site, copies of which shall be submitted to the *Employer's* *Agent*. This will be at a time and location that Transnet will arrange. The *Consultant*



must allow for this in his/her pricing. The *Consultant* shall retain proof on site of the Health and Safety Inductions for perusal by the *Employer's Agent*.

- (v) All personnel working on site must have attended the Health and Safety induction course and be in possession of a permit to access the various Sites.
- (vi) Any specific site, environmental and operational conditions.
- (vii) During the construction period of the *works* a monthly report will be submitted of all incidents and accidents to be reported.

3.3 Environmental constraints and management

The *Consultant* shall provide a *Consultant's* Environmental Management Plan (CEMP) addressing all the potential impacts of his/her activities. The *Employer's Agent* has the right to request additional specific work method statements should in his/her opinion this be required.

The *Consultant* shall make good all damage to the environment to the satisfaction of the *Employer's Agent*.

The *Consultant* shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:

- The National Environmental Management Act, 107/1998
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998

The *Consultant* shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the *Consultant* was negligent and caused any form of pollution the damage shall be rectified at the *Consultant's* cost.

3.4 Quality assurance requirements

The onus rests on the *Consultant* to produce work which conforms in quality and accuracy of detail to the requirements of the Task Orders and Specifications, and the *Consultant* must, at his/her own expense, institute a quality assurance and control system and provide experienced



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technical staff together with all transport, instruments, and equipment to always ensure adequate supervision and positive control of the works.

The *Consultant* shall attend all projects meetings such as project kick-off meetings; project technical meetings and scheduled project progress meetings on behalf of the *Employer* and will monitor and report on the status of quality KPIs to the *Employer's Agent* on a regular basis.

The *Consultant* shall review and approve the contractors' Project Quality Plans (PQP), Quality Control Plans (QCP) and Quality Data Pack index prior to any commencement of works by the contractor on site and forward to the employer for acceptance by the *Employer's Agent*

The *Consultant* shall review/ conduct Quality Audits on contractor's activities and at the contractor's key suppliers and shall report to the Employer's Agent on the audit's results and status.

The *Consultant* shall attend to any project-related Factory Acceptance Tests (FAT), Site Acceptance Tests (SAT) including commissioning on behalf of the *Employer's Agent* and shall invite the *Employer's Agent* to witness for acceptance where and when required.

The *Consultant* shall conduct Quality inspections and test both on-site and off-site as required by the contractors' QCPs and shall issue inspection reports; raise defects; raise non-conformance reports (NCRs) and compile punch listing on all found defects. For special processes Approved Independent Authority (AIA) shall be used.

The *Consultant* shall review and oversee compilation of contractor's Quality Data Pack (DP) as per agreed Quality Data Pack Index and issue to the *Employer* for *Employer's Agent* acceptance.

3.5 *Consultant's* management, supervision and key people

The *Consultant* shall provide an organogram showing his/her key people and their lines of authority and communication and the CV's.

3.6 Insurance provided by the *Employer*.

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

3.7 Project and Contract Change management.

The standard reporting forms that shall be used will be provided to the *Consultant*.



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4. Procurement

4.1 Plant and Materials

4.1.1 Plant & Materials provided "free issue" by the *Employer*.

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

5. Management structures

The Task Orders shall indicate who the *Employer's Agent* is. The *Employer's Agent* is fully empowered to act on behalf of the *Employer* for the services covered by the Task Order.

The Task Orders will provide details of the services that are sought or a site which is to be investigated including access to the site and the extent of the investigation that is required, and any special requirement relating to health and safety.

6. Description of the services

6.1 Specialist scope of services

The services that are required may involve one or a combination of the following disciplines which have been grouped. The Groups and the disciplines within each group are indicated as follows: :

Group A: Industrial Relations & Training

- Project Industrial Relations Manager
- Community Liaison
- Sub-contractor management/ SMME support & development
- Training/ skills transfer (candidate professionals/ artisans)

Group B: Communications Management

- ~~Stakeholder & Communication Management~~ N/A
- Change Management

Group C: Contracts Management

- Contracts Manager
- Contracts Administrator



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Group D1: Project Construction Management

- Project Director
- Senior Project Manager
- Project Manager
- Project Construction Manager

Group D2: Project Controls

- Project Controls Manager
- Lead Project Planner/ Schedule Management
- Project Planner/ Project Scheduler
- Document Controller
- Lead Quantity Surveyor
- Quantity Surveyor
- Lead Cost Engineer
- Cost Engineer
- Project Administration

Group E1: Environmental Management

- Project Environmental Manager
- Project Environmental Assessment Practitioner
- Project Environmental Control Officer
- Environmental Specialist: Biodiversity,
- Environmental Specialist: Ecologist
- Environmental Specialist: Hydrologist
- Environmental Specialist: Archaeologist
- Environmental Specialist: Climate Change

Group F1: Construction Health & Safety

- Project Construction Health & Safety Officer
- Construction Health & Safety Manager

Group F2: Construction Health & Safety Agent

- Construction Health & Safety Agent.

Group G: Quality

- Quality Assurance Officer
- Quality Control Officer

Group H: Procurement

- Infrastructure Procurement Manager
- Infrastructure Procurement Specialist
- Procurement Manager



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Group I: Engineering: Geotechnical Engineering

- Pr. Eng: Geotechnical Engineer
- Pr. Tech Eng: Geotechnical Engineer

Group J: Engineering: De-salination studies

- Pr. Engineering (with experience set out in J1 of Schedule B of Form T2.2-06)
- Pr. Tech. Engineering (with experience set out in J1 of Schedule B of Form T2.2-06)

Group K: Engineering: Chemical Engineering

- Pr. Eng Chemical Engineering (with experience set out in K1 of Schedule B of Form T2.2-06)
- Pr. Tech Chemical Engineering (with experience set out in K1 of Schedule B of Form T2.2-06)

Group L: Geomatics

- Detection & Mapping of underground service
- Topographical Survey

Group M: Risk

- Risk Management Professional

The *Consultant* shall manage and report on all contracts that contribute towards the Development of the project, including direct contracts instituted by Transnet.

All contracts identified will be reported in a manner that allows the *Employer* to make effective decisions. This information shall be provided in several formats at varying times as prescribed by Transnet.

Other than the Project Controls Management functions required in terms of the NEC3, Transnet may require the *Consultant* to report on contract related information for statistical purposes, i.e. Health and Safety reporting and B-BBEE spend.

Transnet National Ports Authority shall engage in separate contracts that require the *Consultant* to manage that contract as an *Employers Agent, Project Manager, Supply Manager or Service Manager*. All contractors and subcontractors shall be managed by the *Consultant* and shall be required to provide the necessary information as detailed in the project as if no subcontracting had taken place. Any contractual



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communication between Transnet National Port Authority and the contractors shall be issued by the Consultant on behalf of Transnet National Port Authority.

Where bonds and guarantees are provided, the *Consultant* shall take the necessary skill and care to ensure that these are handled safely and confidentially.

The *Consultant* shall not engage any contractor or 3rd Party until a signed contract is in place and a valid Transnet Purchase Order has been issued.

The *Consultant* is to compile a works program and submit to Transnet Authority for approval.

The engagement, communication (timing and context) templates and formats shall be agreed and signed off by the relevant *Employer's* process owner before any deliverables are started.

Time spent correcting incomplete and incorrect documentation will be for the *Consultant's* own cost. All reports shall be cross-referenced against other disciplines and tools to ensure accuracy and integration of information. All communications direct, indirect, 3rd party or other shall be captured in the relevant doc control system.

6.2 General Scope of Professional Services required.

The *Consultant* is an integrated member of the multidisciplinary professional team and his areas of responsibility, but not limited to, are to achieve the following key deliverables on the respective Task Orders:

6.2.1 GROUP A: INDUSTRIAL RELATIONS & TRAINING

6.2.1.1 A1: PROJECT INDUSTRIAL RELATIONS MANAGER:

- The *Consultant* shall observe all relevant labour law statutes and Industrial Relations Policy, Zone Labour Agreement, Recruitment protocols, Local labour promotion.
Seconded labour approval process, Business Forums Agreement and Transnet Stakeholder Management Plan.
- The objective of the Project IR and Stakeholder Manager is to ensure that the Contractor manages its Industrial Relations in a proper manner to ensure that the Industrial Relations incidents are minimized and effectively resolved.
- Ensure IR Project Deliverables which seek to harmonise the workplace environment shall be adopted and implemented on all Project Sites by *Consultant, Contractors, Sub-contractors* and Service Providers.
- Access to *Employer's* premises by the Consultant and its employees is only provided for purposes of the *Consultants* delivering its services to the *Employer*. Should the *Consultant* and its employees not, for any reason, be capable of



delivering its services *Employer* is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will be deemed to be trespassing.

- Compliance with all applicable legislation that governs Labour Relations in the Republic of South Africa.
- Compliance with all applicable Industrial Agreements and relevant Sectoral Determinations.
- Compliance with Local Labour Agreements that are negotiated between Contractor Employer Associations and organised with the notion of fair labour practices as developed by the judgements and rulings of the Commission for Conciliation, Mediation and Arbitration ("CCMA"), Labour Courts and the Labour Appeal Court in the Republic of South Africa.
- Fair and equitable terms and conditions of employment that are, as far as possible and practicable, uniform and standardised across the Project.
- Compliance with all Project Procedures, rules and regulations that are prescribed, introduced or implemented by TCP's duly authorised representatives.
- Ensure compliance with all requirements of the Project Execution Plans (PEP) and with the Transnet construction procurement policy, process, procedures, Project IR Plan and methods within TNPA.

6.2.1.2 A2: COMMUNITY LIAISON

- Ensure Community liaison with key stakeholders including but not limited to local business associations, traditional authorities, faith-based and community-based organizations, Military Veterans, Persons living with disabilities, youth, women, and local authorities.
- Deliver a community engagement structure with signed Terms of References signed by all parties.
- Regular engagements with the identified forums and community groups to get buy in and alignment for programme support.
- Compile and submit monthly reports on progress to TNPA IR and CLM.
- Represent the Employer as a liaison between the community, internal and external stakeholders and intergovernmental agencies and utilities, and the Resident Engineer to ensure the progress of the project by communicating any concerns.
- Organise stakeholder meetings, roadshows, focus group discussions, workshops, gathering and other consultative events as per updated Transnet Stakeholder Management plan.
- Maintain a live monitoring and evaluation tool for stakeholder engagement and communications strategy.
- Identify and implement critical interdependencies, enablers including the required consultation with internal & external stakeholders.
- Work closely with Employer for any relevant information, guidance, and support
- Carefully plan the execution of this assignment within the cost and



allocated timelines.

- Quickly mobilise the necessary resources and 'subject matter experts' Ownership of Data, Designs and Documents.

6.2.1.3 A3: SUB-CONTRACTOR MANAGEMENT/ SMME SUPPORT & DEVELOPMENT

Enterprise and Supplier Development for SMME Support and Development to improve their skills, knowledge, capacity, and capability to support TNPA on execution of projects.

- Design of an onsite SMME mentorship programme for selected projects provide amongst others the following support services:
 - Training SMMEs to develop and nature their skills in various fields of work
 - Mediation in resolving the onsite project issues
 - Costing, pricing, invoicing, and billing
 - Payment follow-ups for the SMMEs
 - Response and proposals for advertised tenders
 - Studying, review, signing and management of contracts
 - Support SMMEs with the applications for funding
 - Studying and signing of cession agreements and contracts management
 - Business development, project management, compliance, and finance management
 - Tax related services
 - Developing and presenting financial statements
 - CIDB registration and gradings upgrading
 - CSD registration, uploading and updating
 - Project specific Workmanship and qualify of work
 - Reporting onsite the performance of the SMMEs

6.2.1.4 A4: TRAINING & SKILLS TRANSFER (LEARNING & DEVELOPMENT HR PROFESSIONAL):

- Collaborate with stakeholders to identify training needs and develop learning solutions that align with the Transnet National Port Authority's goals and objectives for various disciplines involved in infrastructure construction projects.



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- Design and implement effective training programs using a variety of delivery methods (e.g., instructor-led, eLearning, virtual, on-the-job training etc.).
- Administer spending against the available training budget.
- Obtain and /or develop effective training materials utilizing a variety of industry tools and available technology.
- Train and coach managers, supervisors and others involved in employee development efforts.
- Plan, organize, facilitate and order supplies for employee development and training events.
- Develop and maintain organizational communications such as intranet bulletin boards and newsletters to ensure employees have knowledge of training and development events and resources.
- Evaluate the effectiveness of training programs and make recommendations for improvements.
- Conducts follow-up studies of all completed training to evaluate and measure results.
- Modifies programs as needed.
- Exemplifies the desired culture and philosophies of the organization.
- Works effectively as a team member with other members of management and the HR staff.
- Stay up to date with industry trends and best practices related to learning and development.
- Capacity building & Skills transfer during contract duration through on-the-job training and mentorship of the permanent HR personnel & graduates towards obtaining professional registration with Human Resource Development Council of South Africa (HRDCSA) and any other recognised relevant HR management professional bodies.
- Ensure that all work completed and submitted to Transnet National Port Authority is compatible with Employer's currently used information systems (e.g. Microsoft Word, Microsoft Excel etc.) for consistency.
- From time to time, TNPA shall request the *Consultant* to provide training, mentorship and supervise the development of TNPA's junior staff towards Human Resource Management Profession registration with HRDCSA.
- Drive the implementation of Earned Value Management principles for all projects. *Consultant* might be from time to time be requested to report of EVM.
- Before termination of the Contract, The *Consultant* must ensure that all critical documents and correspondences generated during execution of their duties for TNPA are submitted to TNPA for record keeping purposes and to comply with Transnet Document Management Policy and Procedure.



6.2.2 GROUP B: COMMUNICATIONS MANAGEMENT

~~6.2.2.1 B1: STAKEHOLDER AND COMMUNICATION MANAGEMENT.~~

6.2.2.2 B2: CHANGE MANAGEMENT

- Apply change management approach and methodology for the people side of Change for projects.
- Provide strategic input and recommendations into continuous business/operational improvement and planning Change Risk initiatives.
- Conduct Change Impact assessments, develop reports, Change Readiness assessment and transition plan.
- Ensure effective and efficient communication with both internal and external stakeholders (if there is no Corporate Affairs dept. in the project)
- Act as communication focal point for change and ensure timely issue identification, resolution and appropriate escalation.
- Take the lead on transition management for the project and ensure that 'business as usual' is maintained during the transition and that the changes are effectively integrated into the business.
- Lead all Change Management interventions in the projects.
- Ensure that momentum created at sites is maintained through regular change communication and visible support channels.
- Apply the change management approach and methodology for the people side change for TNPA projects.
- Develop and maintain the projects stakeholder matrix.
- Compile and distribute projects communications through the use of TNPA's media tools.
- Provide information to lead Change Manager on the people impact and change interventions from projects.
- Lead the embedding of culture initiatives, at the Port, both from TNPA and from Group.
- Identify potential people-side risks and anticipated points of resistance in projects and develop specific plans to mitigate or address the concerns.



- Manage all projects according to project management principles.
- Facilitate business involvement in the participation of change management activities.
- Develop weekly and monthly progress reports for regular feedback to Port forums and Head of Change Leadership.
- Conduct and document lessons learned during the post implementation phase of projects.

6.2.3 GROUP C: CONTRACT MANAGEMENT

6.2.3.1 C1: CONTRACTS MANAGER

- To oversee the administration of contracts, post contract award, ensuring the cost-effective execution of tenders and contracts and their commercial integrity.
- To manage and maintain all contracts registers for reporting purposes in respect of tender and contract data, statistics and cost trend purposes.
- To manage the contracts administration team and ensure that it operates within the allocated budgets and that contracts administrations costs are correctly captured within the allocated budgets.
- Provide input into the compilation of the contract document, particularly in NEC family suite of contracts, built environment contract or similar, Part C1 Contract Data, ensuring that it complies with best practice principles and that Principal Controlled Insurance is in place for each contract.
- Ensure that all Contract data is timeously and correctly captured and kept updated in SAP and Primavera
- Undertake regular interaction with stakeholders and others to ensure a professional service is delivered and that queries are timeously and satisfactorily resolved, and any feedback given to the respective TNPA personnel.
- Conduct contractual evaluation of tenders /contracts as and when required.
- Ensure accuracy of advice provided to Programme / Project managers on contractual issues, ensuring that queries or disputes are referred for professional advice when required.



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- Ensure that contractors and service providers comply with contractual terms and conditions in the conduct of their work and delivery of projects.
- Oversee that contract costs are properly reconciled and that payments are checked against contract payment schedules.
- Negotiate contract amendments with contractors and ensure that best value is obtained for Transnet.
- Adhere to and ensure adherence to Transnet's Procurement and Contracts Policies
- Report monthly or as and when required, on status of all tenders and active contracts, including new contracts, and concluded contracts.
- Oversee all day-to-day aspects of administration of contracts, ensuring adherence to and the effective use of tools, Transnet systems and procedures (from pre award to award and to close out).
- Undertake review of workflows and processes, to identify and implement initiatives that will result in the service level improvements and work efficiencies.
- Ensure/manage that all contracts administration costs are monitored and that they fall within allocated budgets and that these costs are captured for costing and billing purposes.
- Manage the day-to-day running costs of the contracts administration department and assist with the monthly budget report.
- Conduct any other ancillary activities relating to management of contracts over and above the list provided hereto.
- Regular performance evaluations of contracts

6.2.3.2 C2: CONTRACT ADMINISTRATOR

- To oversee the procurement contracting process in compliance with standard procedures and relevant regulations, so that there is effective and efficient delivery of contracts in terms of both time and quality.
- To administer contracts after contract award, ensuring the cost-effective execution of contracts and the commercial integrity of contracts.
- Undertake regular interaction with clients/ stakeholders to ensure a professional service is delivered and that queries are timeously and satisfactorily resolved.



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- Administer the contract once awarded this includes typically attending progress meetings, contract registers, progress payment assessment and management of change, final accounts and closing out of contracts.
- Ensure that contractors and service providers comply with contractual terms and conditions in the conduct of their work and delivery of projects.
- Reconcile costs on contracts and check payments against contract payment schedules.
- Negotiate contract amendments with contractors and ensure that best value is obtained for Transnet.
- Ensure compliance with all requirements of the Project Execution Plans (PEP) and with the Transnet construction procurement policy, process, procedures and methods within TNPA.
- Conduct any other ancillary activities relating to management of contracts over and above the list provided hereto.

6.2.3.3 GROUP D1: PROJECT CONSTRUCTION MANAGEMENT

6.2.3.3.1 D1.1 PROJECT DIRECTOR

- Hands-on management of all aspects of the daily implementation activities and where necessary support changes within delegated authority so that agreed deliverables are met within time and resource requirements.
- Ensure each project has a completely signed project charter, project structure, baseline project schedule and that key project team members are properly appointed in writing.
- Ensure that the project is executed in compliance with all HSE (Health, Safety & Environmental) regulatory requirements, company policies, standing instructions and working procedures.
- Interface with all Representatives to maintain a current overview and certify that project work and progress satisfies and is compliant with client expectations.
- Ensure initiation and execution of work is in adherence with the Project Execution Plan such that project completion is achieved by the authorised completion date, authorised budget and expected quality.
- Co-ordinate the development of a project budget against which regular cost/estimate progress reviews are conducted and final forecast estimates are updated and maintained at all times.
- Provide support to the executive and senior project management personnel in Transnet with respect to scope, major deliverables, phase sign offs, adherence to Transnet policies/procedures and resolution of major issues or policy conflicts so as to ensure successful project delivery.



- Recommend and implement corrective strategies where necessary so as to ensure that Transnet's overall project objectives are best met and in accordance with Transnet National Port Authority Procedures
- Carry out selective audits on project areas for quality, health, safety, and environmental assurance purposes.
- Ensure that all communication channels are effectively in place and operating amongst project team members and operating divisions to facilitate coordination and cooperation.
- Direct, control and manage through nominated staff all aspects of the projects including in-house engineering, procurement, construction, interfaces, administration functions and all external work undertaking by contractors and consultant throughout the design, supply, construction, and commissioning phases of the projects.
- Manage and lead Project Engineering and Project Teams efficiently.
- Ensure the final forecast estimate to completion is updated and maintained and the client is aware at all times of the forecast final cost.
- Monitor and measure the work being executed regularly against schedule, milestone and deliverables and capital expenditure budgets.
- Recommend and implement corrective strategies where needed to best meet Transnet's overall project objectives.
- Transition the project's execution phase into its operating phase by implementing the plans for the future projects in execution plans.
- Set the project goal and business objectives, including scope, cost, time safety, start-up and risk, etc.
- Ensure adherence to the project's authorised Scope of Work, monitor scope status and advise the client accordingly.
- Defines and delegates the project's role and assigns levels of approval and authority on behalf of the Employer.
- Develops the operating and maintenance strategies and facilitates their input.
- Review and approve the monthly project progress report prepared for the *Employer* for distribution to other relevant stakeholders.

6.2.3.3.2 D1.2 SENIOR PROJECT MANAGER:

- Participate and support the business in the development of Project Lifecycle Process documents and business cases and provide support and assistance in the project development stages.
- Lead the team of Project Engineers during the development of technical inputs in the business cases.
- Keeps tracks of projects and reports to the *Employer*
- Provides leadership to project team members in the management and change management process for contract i.e. NEC suite of contracts and other forms of contracts used in the project.



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- Definition of project objectives, scope and level of effort and managing the scope.
- Feasibility and execution of the projects.
- Prepare project plan and obtain management approvals.
- Selection of project teams
- Manage the process of the compilation of complete and accurate estimates of the project.
- Analyse risks, establish contingency plans and identify trigger events.
- Ensure adherence to corporate governance with regard to projects.
- Represent project office at meetings with stakeholders.
- Resolve issues related to projects.
- Conduct regular project reviews at all phases.
- Ongoing stakeholder engagement throughout the project lifecycle and ensuring stakeholder satisfaction.

6.2.3.3 D1.3:PROJECT MANAGER:

- Ensures that he/she is in possession and has full knowledge of the latest issue of all relevant legislation, standards and specifications.
- Report to the Principal Project Manager and or *Employer's Agent* with respect to the Task Order.
- Review, familiarize and understand the proposed site including all constraints and environmental factors.
- Consult, advise, direct and interface with all members of the professional team with regards to Project Management expertise and develop the detailed relevant scope of works.
- Provide other Project Management disciplines with all the key and critical requirements at inception of the project.
- Meet with stakeholders and provide appropriate information to the professional team.
- Assist in the preparation of estimates at various stages of the project at the expected levels of accuracy aligned to the Transnet PLP.
- Prepare reports at the various stages of the projects to the professional team and other relevant stakeholders.
- Undertake project coordination with all other members from the professional team.
- Undertake and be available to execute Squad checks at various stages of the project.
- Ensure Contract works information and pricing information for incorporation into and the solicitation of tenders are appropriately prepared.
- Adhere to all times to Transnet tender procedures assist with the tendering process, selection and appointment of contractors as applicable.
- Assist in conducting compulsory site clarification meetings for tenderer.
- Check correctness of submitted tenders.



- Assist the *Employer's* procurement department with the evaluation of tenders and preparation of tender evaluation reports.
- The *Consultant* shall not engage any contractor or 3rd Party until a signed contract is in place and a valid Transnet PO has been issued.
- Management of relevant project contracts.
- *Consultant's* Project Manager is expected to be well vested in suite of contracts i.e. NEC 3 & 4, FIDIC, GCC and JBCC.
- The *Consultant* shall be responsible with the implementation of contract variation or amendments and change management process and procedure i.e., NEC 3&4, FIDIC, GCC, JBCC Suite of Contracts, Transnet Master Agreements, etc.
- Ensure the *Contractors* work according to the statutory and safety regulations including the provision of the compulsory safety work plans for the execution of the construction works.
- Attend all site meetings, project meetings, design coordination meetings and relevant client/stakeholder meetings.
- Chair and / or assist with site meetings and prepare and submit the meeting minutes.
- Provide Project Management support to ensure quality standards are maintained.
- Assist the quantity surveyor in the monthly payment certificates for submission to the *Employer*.
- Monitor integrity of technical, quality and performance aspects during construction and commissioning up to final handover stage.
- Perform or witness commissioning as relevant to the specific Task Order where required.
- Prepare commissioning, pre-commissioning and handover reports.
- Timely handover of the works to the operational staff.
- Adhere to all Transnet engineering, project management and documentation control procedures.
- Hand over all documentation including drawings in native file format.

6.2.3.3.4 D1.4: PROJECT CONSTRUCTION MANAGER:

The *Consultant* prepares a construction management plan for all the proposed construction actions to construct all items as indicated in the scope of facilities during detail engineering phase and prior to issuing the construction work packages. The construction management plan is developed with the following headings.

Introduction and general information



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- Project construction philosophical statement
- Indicating the overall duration
- Main construction items and the possible methodologies that can be followed for the construction of them.
- The critical path
- Peak man loading
- Other items of concern.

Construction safety

- Site access plans, permits, induction, permits.
- Identifies emergency plans in case of injuries on site and how the injured personnel are taken to hospitals/doctors and the related administrative issues including payments at the medical facilities.
- List the ambulance services, clinics, hospitals and doctors close by the works and make upfront arrangements to enable smooth admissions in case of an emergency.
- A construction safety target is proposed.
- The possible incentives and a description of the actions to implement a safety drive for the different contractors are proposed and the costs of these actions determined.
- The *Consultant* develops a construction H&S plan, for the construction phase. This plan will be in accordance with the requirements and stipulations of the safety management standard.
- The *Consultant* develops an emergency evacuation plan for the construction workers during peak construction period.

Construction administrative guidelines

- Construction organizational structure and description of functionaries
- Construction working hours.
- Other site conditions and rules
- Proposed cleaning teams and cleaning actions.

Industrial relations and human resources

- The *Consultant* adheres to the *Employer* Broad Based Black Economic Empowerment (BBBEE) labour targets (targets for local labour) and determines methodologies of how these targets can be achieved. As well as the predetermined supplier development targets
- Industrial relations management roles, responsibilities and interfaces.
- Dealing with industrial issues including employment of locals.

Mobilisation and laydown areas

- The *Consultant* provides preliminary calculations of required laydown area per construction area and per construction discipline.
- The proposed/possible requirements per construction contractor
- Negotiates with owners regarding the laydown areas.



- Identifies dumpsite.

Construction facilities and amenities

- Parking areas in terms of the area required.
- Construction vehicles for use by key site personnel and management thereof
- Access routes and security entry point for construction labour from the parking area to the construction site
- Access routes and suitability of access routes for material and equipment
- Canteen and cafeteria services including mess facilities.
- Temporary offices, office furniture, stationeries, etc
- Communication radios
- Information and communications technology infrastructure for site
- Electrical power distribution (requirements for electrical power distribution)
- Water for construction, human consumption, manganese dust settlement and hydro testing (if required). The Consultant provides an indication of the water quality and the volume required for the purpose stated. The Consultant should also provide a means of water saving.
- The *Consultant* provides a proposal for the material storage room and warehousing arrangements. A cost is determined for the proposal.
- The *Consultant* provides a proposal for logistics to access, transport and delivery of material/equipment to site including security requirements.
- The *Consultant* shall ensure that all PLP environmental and community interface, and sustainable design requirements, as determined through the PLP classification model, for each phase, are complied with. These requirements will be clarified with the Consultant during tender inquiry and at contract negotiation stage.
- The *Consultant* shall have required environmental expertise and experience to manage all environmental and sustainability planning requirements during FEL4. These requirements are outlined in the PLP environmental and community interface and sustainable development modules.
- The *Consultant* shall at all times ensure compliance with environmental legislative and regulatory requirements relevant to their activities.
- The *Consultant* shall ensure that the fundamental principles outlined in Chapter 1 of the National Environmental Management Act, 1998, Act No. 107 of 1998, as amended and sustainable development are integrated into the planning and execution phases of proposed development.
- The *Consultant* shall take into consideration the requirements of any other environmental specifications applicable to any other divisions of Transnet, including the requirements under Transnet SHEQ and Transnet SSHEQ policy statements.



6.2.3.4 D2: PROJECT CONTROLS

6.2.3.4.1 D2.1: PROJECT CONTROLS MANAGER

- Develop, maintain and deliver the Project Controls strategy or plan in support of each project to be delivered to meet the project objectives and in line with the Project Lifecycle Process and gateway processes.
- Produce, communicate and roll out the strategic level programme controls approach, including documentation of programme controls procedure that supports the approach as set out by Transnet.
- Accountable for successful management and implementation of each project controls strategy or plan per project (reporting and forecasting for costs including exception reports, cost control, change management, estimates, bills of quantities, schedule management, document control)
- Provide departmental management and leadership duties to all key functional heads within the project controls team, ensuring that the specific controls teams are functional and delivering to a high standard, that accuracy is achieved at all times, that real time and integrated reporting reflects actual current status of projects.
- Provide the primary point of contact to the Project Execution team for all matters relating to project controls process, data, reporting and support.
- Oversee and guide the audit, governance and assurance of projects by active participation of Project controls team in audits, project review meetings, providing of clear, accurate project assessments and giving proactive advice to drive successful project completion.
- Works closely with project management, contract management, engineering and construction personnel to define detailed measurement and scheduling criteria.
- Be the communication link to the respective Project Managers, Portfolio Managers, Programme Managers, and relevant management and stakeholders.
- Drive the development and implementation of the controls principles through support and training for the project management and operational community as required by the business.
- Decisive leadership in mentoring, team building and motivation of project members.
- Ensure that all work undertaken by the Project controls team is executed safely and meets or exceeds safety goals and policies and policies and is in accordance with Transnet governance.



- Drive the implementation of Earned Value Management principles for all projects. Resource might be from time to time be requested to report on Earned Value Management (EVM).

6.2.3.4.2 D2.2: LEAD PROJECT PLANNER/ SCHEDULE MANAGEMENT

To manage all aspects of planning and scheduling of projects, resources, and systems for providing effective integrated project services to Transnet National Ports Authority.

- Overall management and accountability for the planning and scheduling functions in Transnet National Port Authority.
- Provide expert planning and scheduling services to the projects using software approved by Transnet National Port Authority
- Regular interaction with clients to ensure a professional service is delivered.
- Ensure adherence to and the effective use of tools, Transnet systems and procedures.
- Initiating and implementing new business procedures congruent to best practice.
- Lead and direct Project Planners and Schedulers; and sub-ordinates so that they are motivated and have access to the required resources in order to meet the work objectives set for them.
- Comply with all requirements of the Project Execution Plans (PEP).
- Prepare and present detailed status reports.
- Manage the performance of staff and ensure that staff understands what is expected of them. The Lead Project Planner is expected to develop, manage project schedules' baselines, Project change notices impacting on time as guided by TNPAs accepted standard and processes.
- Identification training and development requirements for staff and ensure skills development takes place.
- The Lead Project Planner shall be expected to resource load and manage project schedules so the schedule creates flexibility and visibility and can help mitigate the drawbacks of resource constraints, ensuring your team meets deadlines and uses budget and team workload as efficiently as possible.
- From time to time, TNPA shall request the *Consultant* to provide professional development, mentorship, and supervision of junior staff for the relevant discipline.
- Drive the implementation of Earned Value Management principles for all projects. Resource might be from time to time be requested to report of EVM.



- The Lead Project planner must have knowledge of the utilisation of Program Evaluation Review Techniques (PERT) as a project management planning tool used to calculate the amount of time it will take to realistically finish a project.
- The Lead Project planner is expected to be knowledgeable in Microsoft Projects and/or Primavera, and/or SAP PPM, or similar within a Built environment.

6.2.3.4.3 D2.3: PROJECT PLANNER / PROJECT SCHEDULER:

- Provide expert Planning and Scheduling services to the projects using software approved by the *Employer*.
- Regular interaction with clients to ensure a professional service is delivered.
- Ensure adherence to and the effective use of tools, Transnet National Port Authority systems and procedures.
- Implementing new business procedures congruent to best practice.
- Comply with all requirements of the Project Execution Plans (PEP).
- Prepare and present detailed monthly status reports.
- 2-week look ahead schedule showing project baseline on bi-weekly basis reporting cycle of which at times the *Employer* may request the *Consultant* to issue this report on weekly basis depending on the criticality of the project.
- Bi-weekly project schedule update reflecting project baseline of which the Employer may request the Consultant to issue this report on weekly basis depending on the criticality of the project. During construction this will be requested on daily basis, if required.
- Critical path schedule showing current project critical path on monthly and bi-weekly basis.
- Project milestone schedule with major project milestones and Employer key dates on bi-weekly and monthly reporting cycles. This should include baseline, actual and forecast dates.
- Procurement schedule to be updated and issued to the Employer on weekly basis
- Performance schedule for all long lead equipment.
- Contracts schedule to be issued to the Employer on weekly basis.
- Engineering progress curve on monthly basis of which the Employer may require this on bi-weekly reporting cycles depending on the criticality of the project.



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- Construction progress curve on monthly basis of which the Employer may require this on bi-weekly reporting cycles depending on the criticality of the project.
- Monthly slippages and recovery plan report.
- From time to time, TNPA shall request the *Consultant* to provide professional development, mentorship and supervision of junior staff for the relevant discipline.
- Drive the implementation of Earned Value Management principles for all projects. Resource might be from time to time be requested to report of EVM.
- The Project planner must have knowledge of the utilisation of Program Evaluation Review Techniques (PERT) as a project management planning tool used to calculate the amount of time it will take to realistically finish a project.

The Project planner is expected to be knowledgeable in Microsoft Projects and/or Primavera, and/or SAP PPM, or similar within a Built environment.

6.2.3.4.4 D2.4: DOCUMENT CONTROLLER

- Ensure Technical document and drawing numbers are allocated and registered.
- Ensure Technical documents/drawings are released and distributed under cover of a Transmittal Note.
- Ensure 'Master' hard copy storage of Technical and Contractor Deliverable documents/drawings.
- Liaise with the Engineering Co-ordinator/Manager to ensure that the project's Engineering Documentation and Contractor (Vendor) Documentation requirements are fulfilled according to programme.
- Spearhead and oversee the quality control and assurance procedures for various projects according to the *Employer's* standards.
- Obtain Engineering and Contractor Deliverable schedules from the Responsible Engineer(s).
- Take instructions from the Engineering Co-ordinator/Manager with regard to the system operation.
- Discuss documentation problems and their solutions with the Engineering Coordinator/Manager.
- Prepare Document Control Reports for the Engineering Co-ordinator/Manager
- Ensure that appropriate procedures for the project are available to the Team on the project.



- Discuss any deficiencies, requirements, problems, etc. with the Document Control Manager.
- Obtain documentation routing details, i.e. "Document Distribution" matrices and other input data from the Engineering Co-ordinator/Manager, and ensure implementation thereof.
- Source Client original and reference documents.
- The Document Controller is expected to have experience in Build Environment documentation management and similar document control management systems.
- Source the complete Engineering and Contractor (Vendor) Deliverable lists from Engineering and bulk update into the specified EDMS. Maintain this list in conjunction with Engineering.
- Ensure that specified directives for the preparation of documentation are adhered to and continuously check the adherence to these directives.
- Maintain registers of documentation on the specified Electronic Document Management System (EDMS),
- Establish the filing system.
- Ensure that all Incoming and Outgoing Technical documentation is controlled and recorded.
- Ensure that documents for Internal and External review are issued and recorded.
- Ensure that all documents are correctly filed.
- Supervise Document Control staff designated to projects or sites.
- Ensure that Design and Contractor (Vendor) documentation is processed in accordance with project procedures.
- Provide support to all project participants in the Document Control practice.
- Ensure that administrative tasks including filing, copying, etc. are executed as required in the role.
- Ensure that Document Control Procedures and Work Instructions are implemented and conformed to.
- Ensure that a 24-hour document turn-around time is achieved and maintained.
- Ensure that enquiry and (or) Contract related documentation is provided to Procurement and (or) Engineering personnel as per their specified requirements.
- Attend Project Engineering Meetings.
- Liaise with Contractors (i.e., their appointed person for handling documentation) on day-to-day Document Control related issues and provide focal point for Contractor Document Control related queries.



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- Prepare all Engineering, Procurement, Construction and Management documentation for archiving. Liaise with IT or the specified Electronic Document Management System Functional Technical Team to organize electronic archive.
- Prepare handover documentation and reports. Handover deliverables as per Client requirements.
- Track Contractor (Vendor) reviews by running expediting reports and registering reports into the relevant Report area of the specified EDMS.
- Set up and maintain Distribution Matrixes and Contact Lists.
- Advise the Project team on the specified EDMS structure or liaise with the specified EDMS functional/technical team to ensure the best possible the specified EDMS structure is adopted.
- Ensure Engineering, Procurement, Expediting, Construction and Commissioning reporting from the Document Control data is accurate.
- Prioritize workload and develop a sense of urgency in the execution of duties.
- Maintain confidentiality of documentation.
- Manage the electronic transfer of documents and data to Internal and External Clients, including (if required) posting of documentation to the specified EDMS Contractor portal or other method of distribution as part of the Procurement and Construction enquiry processes.
- Any other Document Control related task as delegated/instructed by the Document Control Manager.
- From time to time, TNPA shall request the *Consultant* to provide professional development, mentorship and supervision of junior staff for the relevant discipline.
- Drive the implementation of Earned Value Management principles for all projects. Resource might be from time to time be requested to report of EVM.

6.2.3.4.5 D2.5: LEAD QUANTITY SURVEYOR:

The *Consultant* is an integrated member of the multidisciplinary professional team and his areas of responsibility, but not limited to, are to achieve the following key deliverables on the respective Task Orders:

- Overall management and accountability for the Quantity Surveying Functions in Transnet National Port Authority.
- Provide expert costing, estimating services and value engineering input to the projects using software approved by Transnet National Port Authority.
- Regular interaction with clients to ensure a professional service is delivered.



- Ensure adherence to and the effective use of tools, Transnet systems and procedures.
- Initiating and implementing new business procedures congruent to best practice.
- Lead and direct quantity surveying resources so that they are motivated and have access to the required resources in order to meet the work objectives set for them.
- Provide supervision and mentorship to quantity surveying resources in line with their professional development.
- Ensure resources are up to date with current industry norms and standards.
- Comply with all requirements of the Project Execution Plans (PEP).
- Prepare and present detailed status reports.
- Manage the performance of staff and ensure that staff has an understanding of what is expected of them.
- Identification training and development requirements for staff and ensure skills development takes place.
- From time to time, TNPA shall request the *Consultant* to provide professional development, mentorship and supervision of junior staff for the relevant discipline.
- Drive the implementation of Earned Value Management principles for all projects. Resource might be from time to time be requested to report of Earned Value Management (EVM).

6.2.3.4.6 D2.6: QUANTITY SURVEYOR

- Receive relevant data, preparing of preliminary and elemental or equivalent estimate of construction cost.
- Liaising, co-operating, and providing necessary information to the Client and other Stakeholders.
- Preparation of feasibility studies in accordance with the guidelines set out in the Project Lifecycle Process (FEL).
- Undertake regular interaction with stake holders and others to ensure a professional service is delivered and that queries are timeously and satisfactorily resolved.
- Advice of economic factors that could affect the project.
- Preparation of bills of quantities in accordance with the Standard System of Measurement, SANS 1200, COLTO and S410 Transnet rail specification where applicable.



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- Use of the latest version of QS Plus for the compilation of bills of quantities and estimates.
- Conduct commercial evaluation of tenders / contracts as and when required.
- Attend all site meetings and other relevant meetings.
- Conduct monthly site visits with the contractor for valuation purposes.
- Prepare payment certificates.
- Monitor and control contract costs including preparation of monthly cost / financial status reports.
- Ensure that all payment certificate data is timeously and correctly captured and kept updated in SAP and Primavera.
- Conduct commercial assessments of Compensation Events and finalise and agree costs with contractors.
- Take offs from IFC (Issue For Construction) drawings and agreeing of final quantities with the contractor including signing off.
- Prepare and agree final accounts with contractors.
- Ensure compliance with all requirements of the Project Execution Plans (PEP), Transnet National Port Authority construction procurement policy, process, procedures and methods within Transnet National Port Authority.
- From time to time, TNPA shall request the *Consultant* to provide professional development, mentorship and supervision of junior staff for the relevant discipline.
- Drive the implementation of Earned Value Management principles for all projects. Resource might be from time to time be requested to report of Earned Value Management (EVM).

6.2.3.4.7 D2.6: LEAD COST ENGINEER

- To manage all aspects of cost control of projects, resources, and systems for providing effective integrated project services to Transnet National Ports Authority
- Overall management and accountability for the Cost Engineering functions in Transnet.
- Regular interaction with clients to ensure a professional service is delivered.



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- Ensure adherence to and the effective use of tools, Transnet National Port Authority systems and procedures.
- Initiating and implementing new business procedures congruent to best practice.
- Lead and direct Lead Cost Engineers and sub-ordinates so that they are motivated and have access to the required resources in order to meet the work objectives set for them.
- Comply with all requirements of the Project Execution Plans (PEP).
- Prepare and present detailed status reports as and when requested.
- Manage the performance of staff and ensure that staff has an understanding of what is expected of them.
- Identification training and development requirements for staff and ensure skills development takes place.
- From time to time, TNPA shall request the *Consultant* to provide professional development, mentorship and supervision of junior staff for the relevant discipline.
- Drive the implementation of Earned Value Management principles for all projects. Resource might be from time to time be requested to report of EVM.

6.2.3.4.8 D2.8: COST ENGINEER

- To manage cost control of projects through the application of cost control methods and techniques, providing effective integrated project services to Transnet National Port Authority.
- Regular interaction with clients to ensure a professional service is delivered.
- Ensure adherence to and the effective use of tools, Transnet National Port Authority systems and procedures.
- Implementing new business procedures congruent to best practice.
- Comply with all requirements of the Project Execution Plans (PEP).
- Prepare and present detailed monthly project status reports.
- Regular interaction with clients to ensure a professional service is delivered.
- Ensure adherence to and the effective use of tools, Transnet systems and procedures.
- Implementing new business procedures congruent to best practice.



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- Comply with all requirements of the Project Execution Plans (PEP).
- Prepare project cost flow forecasts.
- Prepare overall project financial reports.
- From time to time, TNPA shall request the *Consultant* to provide professional development, mentorship and supervision of junior staff for the relevant discipline.
- Drive the implementation of Earned Value Management principles for all projects. Resource might be from time to time be requested to report of EVM.

6.2.3.4.9 D2.9: PROJECT ADMINISTRATION

- Maintaining project controls methods, standards and processes.
- Assisting and advising team members on procedures, disciplines and recording and reporting requirements.
- Tracking risk and issue logs and changing control data.
- Maintaining effective project team communication systems.
- Creating and maintaining project library and plans, and file, recording and reporting systems.
- Scheduling and coordinating project controls meetings.
- Coordinating project activities to support the project controls team.
- Assisting with administration responsibilities.
- Assist with compilation of documents and preparation of presentations.
- Foster positive relations with stakeholders and project controls team.
- Enter information from documents to be stored and transmitted.
- Consistently check work for accuracy and completeness.
- Complete forms and edits current information.
- Reads the information and keys the data into the necessary fields.
- Compare the entered information with the source to identify errors and correct.



6.2.3.5 GROUP E: ENVIRONMENTAL

ENVIRONMENTAL PLANNING & MANAGEMENT AND SUSTAINABILITY SERVICES:

The *Consultant* shall provide Environmental Planning & Management and Sustainability services with the following requirements of the PLP process, viz

- **Concept:** Environmental Screening and Fatal Flaw Analysis;
- **Pre-feasibility:** Inclusion of environmental requirements into Multi-Criteria Analysis for option selection and Environmental Baseline Studies to identify environmental risks and establish environmental approval requirements;
- **Feasibility:** Finalisation of the environmental permitting strategy of the go-forward option and initiation of environmental approval processes;
- **Bankable Feasibility:** Obtaining and inclusion of all permits/licences and authorisations in the construction documents.
- **Execution and Commissioning:** Monitoring construction to ensure compliance to environmental legislation and conformance to relevant standards.
- **Hand over and close out:** Update environmental operational requirements.

6.2.3.5.1 E1: PROJECT ENVIRONMENTAL MANAGER (PEM)

The PEM is an integrated member of the multidisciplinary professional team and his areas of responsibility, but not limited to, are to achieve the following key deliverables on the respective Task Orders:

- Preparation of the PES.
- Tender evaluation, development of environmental criteria and adjudication thereof;
- Liaison with the relevant environmental Competent Authorities;
- Review and approve site layout plan including any subsequent revisions thereof;
- Environmental Induction of Contractor's staff;
- Generate an inspection checklist prior to construction commencement;
- Review and Sign off Method Statements prepared by Contractor;
- Prepare environmental monitoring protocols/checklists to be used during construction;



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- Prepare monthly conformance audit reports, including sign-off on Monthly Inspection Reports;
- Conduct monthly observation & inspections of all work places based on the approved inspection checklist;
- Audit conformance to Method Statements;
- Monitor the Contractor's compliance with this SOP and any other environmental requirements relevant to the site;
- Develop an Audit Finding and Close out Register that documents all audit findings, close out actions and the time frame allowed for in order to close the finding/s;
- Ensure that all environmental monitoring programs (sampling, measuring, recording etc. when specified) are carried out according to protocols and schedules;
- Measurement of completed work (e.g. areas top soiled, re-vegetated, stabilised etc.);
- Attendance at scheduled SHE meetings, as and when required, and project coordination meetings;
- Ensure that site documentation (permits, licenses, EA, EMPr, SOP-CEM, method statements, audit reports, waste disposal slips etc.) related to environmental management is maintained on the relevant Document Control System;
- Inspect and report on environmental incidents and check corrective action;
- Keep a photographic record of all environmental incidents;
- Environmental incident management as required by Transnet policies and procedures;
- Implementation of environmental-related actions arising out of the minutes from scheduled meetings;
- Management of complaints register;
- Conduct any environmental incident investigations;
- Coordinate and/or facilitate any environmental monitoring programmes e.g. EMI Inspections, ECO Audits, Transnet Environmental Assurance Audits etc.
- Collate information received, including monitoring results into a monthly report that is supported with photographic records to the Transnet CM and Transnet PM showing progress against targets; and
- Report environmental performance of the project on a monthly basis through relevant governance channels.



6.2.3.5.2 E2: ENVIRONMENTAL CONTROL OFFICER (ECO)

The *ECO* is an integrated member of the multidisciplinary professional team and his areas of responsibility, but not limited to, are to achieve the following key deliverables on the respective Task Orders:

- The Environmental Control Officer is an independent person legally appointed to monitor compliance of construction related activities with the conditions of the Environmental Authorisation. The ECO fulfils an autonomous role and submits reports to the Competent Authority at timeframes specified in the Environmental Authorisation.
- The Environmental Control Officer will conduct the following tasks:
 - Monitors compliance to the conditions of the EA, Environmental Management Programme (EMPr) and can include permits and licenses applicable to a project;
 - Attends project meetings as and when required;
 - Conducts audits at a frequency stipulated on the EA/EMPr; and
 - Compiles audit reports and submits them to relevant authorities.

6.2.3.5.3 E3: ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP)

The *Consultant* is an integrated member of the multidisciplinary professional team and his areas of responsibility, but not limited to, are to achieve the following key deliverables on the respective Task Orders:

a) Strategic Environmental Assessment and Fatal Flaw Analysis

- Review all relevant national environmental legislation, policies and plans that are applicable to the *Employer's* specific development plans from a socio-economic and environmental perspective, as well as sector specific aspects;
- Facilitate the integration and application of sustainability principles in the specific development and subsequent decision-making processes and plans;
- Assist TNPA to pro-actively inform the most suitable development proposal(s) (alternatives) that would address social, economic and environmental concerns and opportunities during the formulation of development plans, especially in areas of high environmental sensitivity;
- Improve the understanding of how the biophysical environment will impact on the relevant development proposal, as well as which



opportunities are created by the biophysical environment, and alignment with Environmental Management Frameworks where relevant;

- Conduct environmental screening of project options to identify environmental fatal flaws, red flag issues and environmental risks and opportunities;
- Assist TNPA in identifying potential cumulative effects of its development proposals in certain environmentally sensitive areas;
- Improve the understanding of how the livelihood and quality of life of communities in the vicinity of Transnet Infrastructure may be influenced by the relevant development proposal and what opportunities exist for co-operation in this regard; and
- Engage local, provincial and national government on the interface of their plans with the relevant development proposal and ensure alignment, where possible (this shall include graphic representation of the development proposal through mapping and shall also include all relevant spatial datasets such as integrated development plans, spatial development frameworks, bioregional plans etc.);
- As a minimum, any SEA conducted on the Employer's behalf must conform to the guidelines established in: DEAT (2004) Strategic Environmental Assessment, Integrated Environmental Management, Information Series 10, Department of Environmental Affairs and Tourism (DEAT), Pretoria.

b) Environmental Impact Assessment (EIA) / Basic Assessment (BA) and relevant permits & licences including Specialist studies which includes among others:

- The management or co-ordination of EIA applications;
- The undertaking or ensuring the undertaking of Specialist studies and relevant stakeholder engagement processes and liaison with relevant authorities as per the requirements of the National Environmental Management Act, 107 of 1998, as amended;
- The development of environmental management plans or programmes (EMP or EMPr) as per the requirements of the EIA regulations;
- the management of statutory processes related to environmental authorisations;
- the assessment of risk and the development of risk mitigation plans; and



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- assist in obtaining any other relevant environmental approvals i.e. permits and licences.

6.2.3.5.4 VARIOUS ENVIRONMENTAL SPECIALISTS

E4.1: Climate Change

E4.2: Biodiversity

E4.3: Ecologist

E4.4: Hydrologist

E4.5: Archaeologist

The minimum CVs of Environmental Specialists that will be evaluated shall be limited to the following fields of Specialisation i.e. Climate Change, Ecology, Terrestrial Biodiversity, Heritage/Archaeology and Hydrology. Certificates of professional registration and academic qualifications must be submitted for review.

- Baseline studies (to describe the receiving environment and/or determine baseline environmental conditions);
- Impact prediction and assessment;
- Impact mitigation;
- Post EIA impact monitoring; and
- Specialist study reporting.

6.2.3.6 GROUP F1: CONSTRUCTION HEALTH & SAFETY

6.2.3.6.1 F1.1: CONSTRUCTION HEALTH & SAFETY OFFICER

The applicant must demonstrate knowledge and application of:

- Regulatory requirements regarding construction health and safety and its links to the health and safety management system
- Health and safety management systems and the key components of an effective system
- Principles of cause-and-effect analysis and its application to hazard identification and risk management on a project
- Principles of developing and implementing safe working practices
- Criteria and standards for effective documentation and document control
- Concepts and principles of developing an emergency preparedness plan and process for key approval, rehearsal and implementation steps
- Concept of behavioural safety management



- The principles of human resources planning and management and its application to the health and safety management system.
- Concepts and principles of interpretation and the use of occupational hygiene survey results.
- Health and safety project communication requirements
- Health and safety documentation and document control
- Project emergency preparedness planning and implementation.
- The principles of developing and implementing safe working procedures.
- The evaluation of health and safety training requirements for a specific project.
- The application of monitoring tools and technical reports related to occupational health and safety.
- Project health and safety compliance auditing internal, external and third party
- Legal compliance inspections
- Project health and safety reporting
- Analysis of audit results and trends - continual improvement
- Verification of implementation and close out of corrective actions
- Principles and leading practices associated with continuous improvement.
- Management of change
- Verification of implementation and close out of corrective actions

Feasibility and Tender phase

- Attend site tender clarification meetings with contractors.
- Assist in the preparation of project specific health and safety documentation for distribution during tender process.
- Assist with the evaluation of the contractor(s) competencies, knowledge and resources to carry out the works safely.
- Assist with the preparation of contract documentation related to health and safety requirements for approval and signature.



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- Review and acceptance of any applicable Contractors health and safety documentation relating to any pre-construction work that is required.

Bankable Feasibility phase

- Review of Contractors health and safety plans and file submission
- Confirm necessary documentation was submitted to the relevant authorities.
- Attend project planning meetings.
- Attend the contractors' site handover.
- Attend regular site, technical and progress meetings.
- Attend site health and safety meetings.
- Identification of the hazards and risks relevant to the construction project through regular coordinated site inspections.
- Conduct Client health and safety inductions
- Oversee the reporting and investigation of project related incidents.
- Oversee the maintenance of all records.
- Incorporation of changes into a health and safety management system
- Development of technical reports in relation to health and safety issues and communicate through presentations to diverse groups of decision makers.
- Compilation of monthly health and safety reports for the Region
- Project Close-out phase
- Review, discuss and accept contractors' consolidated health and safety file as part of project close-out documentation.
- Monitor site health and safety during the defect's liability period
- Ensure the inclusion of Contractors exit medicals as part of project close-out documents.



6.2.3.6.2 F1.2: CONSTRUCTION HEALTH & SAFETY MANAGER

The Consultant is an integrated member of the multidisciplinary professional team and his areas of responsibility, but not limited to, are to achieve the following key deliverables on the respective Task Orders:

The consultant must demonstrate knowledge and application of:

- The structure of regulatory requirements regarding health and safety and an appropriate legal framework for a construction project.
- Principles of cause-and-effect analysis and its application to hazard identification and risk management on a project.
- The fundamentals of leading health and safety practices related to construction operations that are incorporated into health and safety management systems.
- Facilitating the development of an organizational risk profile.
- Designing health and safety management systems specific for the needs of an organization and a specific construction project.
- Facilitating the formulation of organizational and project health and safety strategy.
- The principles and concepts of human resources planning and management and its application to the health and safety management system.
- Budgeting required for the implementation of the health and safety management system.
- Concepts and principles of interpretation and the use of occupational hygiene survey results.
- Health and safety project communication requirements
- Health and safety documentation and document control
- Organizational and project emergency preparedness planning and implementation.
- The principles of developing and implementing safe working practices.
- The evaluation of health and safety training requirements



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- Project health and safety compliance auditing internal, external and third party
- Legal compliance auditing
- Project health and safety reporting
- Analysis of audit results and trends - continual improvement
- Verification of implementation and close out of corrective actions
- Health and safety management reviews
- Management of change
- Monitoring and facilitating alignment and integration of all organizational policies and procedures with the health and safety strategy.

Planning and Conceptual phase

- Input into design concepts
- Preparation of gate review documentation

Pre-Feasibility phase

- Attendance and participation in HAZOP studies
- Attendance and input during multi-criteria Analysis workshops
- Preparation of gate review documentation

Feasibility and Tender phase

- Attend site tender clarification meetings with contractors.
- Assist in the preparation of project specific health and safety documentation for distribution during tender process.
- Assist with the evaluation of the contractor(s) competencies, knowledge and resources to carry out the works safely.
- Assist with the preparation of contract documentation related to health and safety requirements for approval and signature.
- Preparation of gate review documentation

Bankable Feasibility phase



- Assist the Agent with necessary documentation which must be submitted to the relevant authorities.
- Attend project planning meetings.
- Attend the contractors' site handover.
- Attend regular site, technical and progress meetings.
- Attend site health and safety meetings.
- Oversee the maintenance of all records.
- Incorporation of changes into a health and safety management system
- Development of technical reports in relation to health and safety issues and communicate through presentations to diverse groups of decision makers.
- Compilation of monthly health and safety reports for the region/project

Project Close-out phase

- Review, discuss and accept contractors' consolidated health and safety file as part of project close-out documentation.

6.2.3.7 GROUP F2: CONSTRUCTION HEALTH & SAFETY AGENT

The Consultant is an integrated member of the multidisciplinary professional team and his areas of responsibility, but not limited to, are to achieve the following key deliverables on the respective Task Orders:

- Demonstrate the Construction Health and Safety Agent competency and resource.
- Assist in developing a clear construction project health and safety brief.
- Attend the construction project initiation meetings.
- Conclude the terms of the agreement with the client.
- Advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for the next stage of the project.
- Advise the client on the adequacy of health and safety competency and resources of the other consultants.
- Identify construction project health and safety risk profile.



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- Provide necessary information within the agreed scope of the construction project to the other consultants
- Define the Construction Health and Safety Agent scope of work and services.
- Attend and facilitate in HAZOP workshops.
- Attendance and input during multi-criteria Analysis workshops
- Preparation of gate review documentation
- Agree on the documentation programme with the principal consultant and other consultants.
- Attend design and consultant meetings.
- Review and evaluate design concepts and advise on construction project health and safety in conjunction with the other consultants.
- Review, update and agree the construction project health and safety risk profile and prepare the construction health and safety policy for the construction project.
- Advise on preliminary cost estimates/budgets for construction project health and safety.
- Prepare a draft construction project baseline risk assessment.
- Assist the client and principal consultant in the procurement of the necessary and appropriate specialists, including a clear definition of their roles, responsibilities, and liabilities.
- Advise the client on the adequacy of the health and safety competency and resources of the appropriate specialists.
- Assess and approve the appropriate specialist's health and safety plans.
- Monitor the implementation of the appropriate specialist's health and safety plans, including periodic audits.
- Prepare the draft construction project health and safety specification.
- Agree on the format and procedures for health, safety and hygiene construction project control.
- Advise and agree with the other consultants regarding their construction project health and safety requirements and related design risk management responsibilities.
- Liaise, co-operate and provide necessary information to the client/principal consultant and the other consultants.



- Review the documentation programme with the principal consultant and the other consultants.
- Attend design and consultation meetings.
- Finalise the construction project health and safety risk profile.
- Advise designers of their health and safety legal liabilities and responsibilities for constructability, maintainability, and operational ability of the structure
- Manage, co-ordinate, integrate and record the design risk assessment process with the other consultants in a sequence to suit the documentation programme.
- Monitor the integration of health and safety aspects for constructability, maintainability and operational ability of the structure during the design process and finalise the construction project baseline risk assessment.
- Identify and implement precautions necessary for construction project health and safety control and update the construction project tender health and safety specifications.
- Agree on a format for the health and safety file.
- Assess and approve necessary construction project health and safety plans for early works.
- Monitor the implementation of necessary construction health and safety plans, including periodic audits for early works.
- Assist the cost consultant with detailed information for initial construction project health and safety cost estimates/budgets.
- Liaise, co-operate, and provide necessary construction project health and safety information to the client, principal consultant, and the other consultants.
- Attend design and consultants' meetings.
- Assist in developing a clear construction project health and safety procurement process.
- Finalise construction project tender health and safety specifications and integrate with procurement documentation.
- Provide and record construction project health, safety, hygiene and design risk information to the principal consultant and other consultants.
- Prepare construction project health and safety documentation for



submission to authorities.

- Participate in construction project tender clarification meetings.
- Assist with the evaluation of tenders and verify the contractor's competencies, knowledge, and resources to carry out the construction works in a safe and healthy manner.
- Assist the cost *consultant* in the finalization of the construction project health and safety cost estimate/budget.
- Assist with the preparation of contract documentation for signature.
- Prepare construction project health and safety mobilization and access plans for the construction work.
- Assess samples, mock-ups and products for construction project, structural maintainability and operability health and safety compliance.
- Assess, discuss, negotiate, and approve the contractor(s) construction project health and safety plans.
- Submit necessary construction health and safety documentation to authorities and facilitate permits that may be required to commence the construction work.
- Attend site handover meetings and lead construction project health and safety mobilization and access plans.
- Attend regular site, technical and progress meetings.
- Prepare revised construction project health and safety risk profile, specifications and cost estimates/budgets where there is scope of work changes.
- Monitor the implementation of the construction project health and safety plans in accordance with the construction project health and safety specification and further scope of work changes and recommend stop work orders where necessary.
- Monitor design risk management
- Perform incident and accident investigations where necessary.
- Audit compliance with the construction project health and safety plans and brief the project management team and contractor(s) following site audits.
- Facilitate construction health and safety system and plans reviews for continual improvement.



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- Monitor the compilation of the construction project health and safety file by the contractor(s)
- Prepare and maintain the consolidated health and safety file.
- Prepare the structure commissioning health and safety plans.
- Review, discuss and approve the health and safety file with the contractor(s) and manage the construction project health and safety during the defect's liability period.
- Cancel all construction project health and safety legal appointments.
- Prepare the health and safety operations and maintenance report.
- Prepare the consolidated construction project health and safety close-out report.

6.2.3.8 GROUP G: QUALITY

6.2.3.8.1 G1: QUALITY ASSURANCE OFFICER:

The *Consultant* is an integrated member of the multidisciplinary professional team and his areas of responsibility, but not limited to, are to achieve the following key deliverables on the respective Task Orders:

Quality Management:

- Define quality procedures in conjunction with operating staff.
- Drive the development, improvement, and implementation of the organisation's Quality Policy.
- Conduct internal audits on existing processes.
- Conduct supplier management and management review meetings in line with QMS processes.
- Conduct training on the QMS system and associated processes.
- Manage internal change management to drive adoption of QMS within the company.
- Liaise with internal teams and process owners in order to drive quality management within the company.



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- Assist in aligning activities/reports with QMS processes.
- Compile relevant records as is necessary for compliance to ISO standards and other standards and requirements as is applicable.
- Compile and disseminate information to relevant employees, training them as necessary on Quality requirements.
- Provide expert, accurate guidance to stakeholders/top management on how we can continually improve our systems.
- Accomplish objectives by establishing plans and results; reviewing progress and making mid-course corrections to ensure optimal outcomes.
- Maintain documentation and Standard Operating Procedures within the department.

6.2.3.8.2 G2: QUALITY CONTROL OFFICER

The *Consultant* is an integrated member of the multidisciplinary professional team and his areas of responsibility, but not limited to, are to achieve the following key deliverables on the respective Task Orders:

The *Consultant* shall provide as a minimum a CV of a resource with more than 4-7 years' experience in a multidiscipline project; a proof of a 3 year Technical/Engineering Diploma/NQF 6 OR N6 National Diploma with a proof of Trade test certificate.

- Maintain all measuring and testing instrument in a sound working condition.
- Ensure all instruments have a valid calibration certificate.
- Ensure that you fully understand how to use measuring and testing instrument for the job.
- Ensure that you attend to all inspection requests.
- Ensure that you are 100% on site.
- Maintain a defect register.
- Ensure that all defects are attended to before proceeding to the next step of the process.



6.2.3.9 GROUP H: PROCUREMENT

The *Consultant* is an integrated member of the multidisciplinary professional team and his areas of responsibility, but not limited to, are to achieve the following key deliverables on the respective Task Orders:

- Hands-on management of all aspects of the daily implementation activities and where necessary support changes within delegated authority so that agreed deliverables are met within time and resource requirements,
- Long, medium and short term planning for the portfolio of work and specific projects and programs.

TNPA, a division of Transnet SOC Limited (Transnet) employs a methodology of capital infrastructure approval aligned with the stages set out in the guideline for professional fees published in government gazette 44333 dated 26 March 2021, which involves the incremental development of projects in terms of their engineering detail and associated cost estimates through 7 stages of development and the stages are:

- Planning, studies, investigations & assessments,
- Stage 1: Inception,
- Stage 2: Concept & viability (preliminary design),
- Stage 3: Design Development / Detailed design,
- Stage 4: Documentation & procurement,
- Stage 5: Contract administration & inspection,
- Stage 6: Close-out.

Transnet now wishes to procure the services of a consultant(s) (*Consultant*) to support procurement of various infrastructure projects, programs and portfolios of infrastructure projects, materials and equipment.

The *Consultant* shall undertake the services with the clear understanding that they are acting as an *Employer's* representatives and agents and therefore shall be fully aware and knowledgeable of Transnet business requirements policies and procedures. The *Consultant* shall comply with the relevant policies and procedures applicable to TNPA's Infrastructure Unit, and TNPA's Supply Chain Unit as updated from time to time and all applicable Government Procurement prescripts.

This will include (but may not be limited to) the following legislation, policies and supporting documentation:

- Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and regulations;



- Public Finance Management Act (No.1 of 1999 as amended by Act 29 of 1999) and regulations;
- B-BBEE Codes of Good Practice 2007;
- *Applicable* National Treasury Regulations, Standards and Instruction Notes;
- Transnet's Construction Procurement Procedure Manual, Goods & Services Procurement Manual, Supply Chain Policy and Preferential Procurement Policy, and
- Construction Industry Development Board (CIDB) Standard for Uniformity, Act, Regulations and other Standards and Practice Notes issued by the CIDB.

- **Executive overview**

TNPA is anticipating infrastructure expenditure in excess of R100bn as part of the Infrastructure Capital Programme which will be executed over the next 10 to 15 years. TNPA has internal Infrastructure and Supply Chain capabilities, however the scale of the infrastructure programme requires that components of it are supplemented to ensure on-time delivery of the infrastructure programme. The scope of services and magnitude of expenditure for the outsourced events will be dependent on the support required by each project on a project-by-project basis.

- **Submission of proposal**

The *Consultant* shall contribute to or provide an overall project schedule linking the design, procurement and project execution activities including commissioning and close-out.

The *Consultant* shall further define key decision points within which the *Employer* must make decision whether to phase the project or not, to ensure there is no delay in the procurement and construction of the relevant facilities.

- **Enterprise & Supplier development**

Enterprise & Supplier Development (ESD) is a unit within TNPA which analyses the specific procurement event, undertakes a market analysis, and recommends "Specific Goals" to be incorporated into a procurement event. Tenderers responding to this tender are not required to submit responses to the ESD objectives but are notified and are required to engage and synchronise activities with the ESD unit within TNPA. The aim of the approach to Supplier Development is intended to ensure that TNPA maximises the value and impact of Supplier Development initiatives executed on its projects. The objective of the SD programme is in line with government's stated developmental objectives, to ensure the equitable distribution of work to designated groups, local economic stimulation, and other objectives. Tenderers are however required to be aware that they will be required to adhere to Supplier Development obligations stipulated by TNPA's ESD unit as and when bids are solicited.



- **CIDB BUILD Standard**

The *Consultant* shall ensure the inclusion of the CIDB Build Standard into all tender documents to which the Standard applies. The *consultant* shall be guided by the "specific goals" provided by the ESD unit and shall ensure that there integration of the defined CIDB Skills Development Goals, Contract Participation Goals and the "Specific Goals".

- **CIDB STANDARD FOR UNIFORMITY**

The *Consultant* shall ensure that all tender documents issued for construction comply with the CIDB Standard for Uniformity.

- **Scope of facilities**

With the aim of this RFP being to form a Framework of service providers TNPA does not provide respondents with specific scope of works on a project level basis. A Scope of Work will instead be issued on a project-by-project basis as and when TNPA solicits offers from service providers.

- **Scope exclusions:**

Whilst certain EPCM services (e.g. Engineering, Procurement and Construction Management) are excluded from this scope of service, the interfaces related to them shall form part of the scope for the *Consultant* and as such the *Consultant* shall conceptualize, coordinate, plan and manage all the related interfaces to ensure that the overall project is completed on time.

Further exclusion to the scope of Procurement Services will be detailed out in the individual RFP's that will be issued to the approved list.

The *Consultant*'s generic scope of services shall include, but not be limited to:

- **Procurement Mechanisms:**

Consultants as representatives of the *Employer* will be expected to utilise the relevant and established procurement mechanisms that are aligned to TNPA's approved governance procedures. Four mechanisms include the following:

1. Quotation system,
2. Tender process for contracts above R2m,
3. Framework Contracts and,
4. High value tenders (HVT).

- **Three quote system:**



The three-quote system is a procurement system used for transactions below R2 million (exclusive of VAT) that are required on a non-repetitive basis.

The high-level process of the three-quote process includes the following:

- Receive requisition from the SAP system.
- Timeously responding to clients / End-Users requests.
- Work together with users on analysis of specifications prior to issuing of requests for quotations (RFQ).
- Compile the RFQ.
- Once the End-User has released the requisition the buyer will place an order.
- Identify best Procurement Process to optimize Spend.
- Ensure Supplier verification process of their core competencies are completed prior to any commitment.
- Identify opportunities to reduce number of RFQ's and repetitiveness processing.
- Ensure all delivery of goods and services are in line with TCP's policies.
- Ensure adherence to the Transnet Procurement Policy and all P2P controls.
- Analyse the items being procured and ensure alignment is "fit for purpose".

- **Tender Process for contracts:**

The tender process for contracts is used for transactions greater than R2 million and ensures that there is a competitive tender issued to the market to source goods and / or services.

The high-level process for executing the *Tender* process includes the following:

Initiate commodity analysis based on identification of commodities that are driving costs and perform a D³ Analysis (Define, Design and Deliver) and/or receive the request /receive specification from the End-User.

Convene Cross Functional Sourcing Team (CFST) meeting.

CFST to determine:

- Sourcing Strategy
- Evaluation Criteria
- Scope of Works
- Pricing Schedules/ Bill of Quantities
- Sourcing project plan with key milestones including (not exhaustive):
 - Bid Specification Committee date
 - Tender advertisement date
 - Tender briefing date (site meeting)
 - Tender Closing date
 - Supplier site visits dates (if applicable)
 - Date of finalisation of the Tender Evaluation & Review Report
 - Bid adjudication Committee date
 - Issue letter of award date
 - Contract award date



- Advertise the tender on
 - The Transnet tender portal,
 - The National Treasury e-Tenders Portal, and
 - (where applicable) the CIDB tender portal
- Preparation of a submission with a recommendation signed off by the BEC and submits to the DBAC or CBAC as applicable.
- On obtaining an award approval, issue letters of regret to unsuccessful tenderers and consider any appeals that may be lodged.
- Once all appeals have been cleared, lead negotiations with the recommended tenderer (where applicable)
- On conclusion of negotiations, compile and issue the letter of award, and obtain confirmation of receipt.
- Handover to Contract Management

- **High Value Tender Process:**

The High Value Tender Process (HVTP) subjects all transactions falling within the High Value Tender threshold (currently exceeding R200 million) to independent scrutiny and validation of all commercial, contractual, process and governance aspects of the Bid process.

Consultant must contact and involve the Governance unit and Transnet Internal Audit (TIA) (the HVT team) from the outset of the procurement process i.e. from the demand review stage. In order to ensure that the HVT team is able to provide complete assurance, *Consultant* must ensure that HVT are present at all meetings/discussion relating to the high value tender. The HVT team will produce a report at the end of each Gate, identifying risks/ shortcomings in the processes followed to date. Issues raised shall be closed prior to proceeding to the next stage.

The following is a non-exhaustive list of the areas of review and may include best practice advice:

Demand Review and Acquisition Gateways:

- Review the demand and business cases prior to final approval.
- Review the Tender document for accuracy and correctness before issuing to market.
- Assess the adequacy of the proposed procurement mechanism used i.e. Open Tender/ Confinement and determine if governance is being complied with.
- Ensure that in all high value bids, a CFST contains at least Technical, Financial, Operational and Legal Support.
- Advise on the scoring methodology and governance issues related to the evaluation process.



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- Ensure bid opening procedures are followed (including appropriate document security).

Evaluation Gateway:

- Advise the teams during the evaluation process on all bids.
- Advise and support teams during the moderation process of scores on all bids.
- Review evaluation scorecards for accuracy and completeness and to ensure input by relevant parties has been included and signed off.
- Review TEAR documents for correctness.

Negotiation & Contract Award Gateway:

- Advise teams during the negotiation process and also determine if governance processes have been followed.
- Advise teams during the contracting process and also determine if governance processes have been followed.

Contract Management:

- Ensure that contracts are correctly loaded and adequately managed.
- Ensure document retention procedures are followed.

All procurement shall be undertaken in accordance with the approved strategic sourcing strategy.

The *Consultant*, for the protection of the *Employer*, requests from others, warranties and guarantees with respect to such services, machinery, equipment and materials.

The *Consultant* shall ensure that all the Transnet administrative requirements are included in the issuing of tenders and subsequent conclusion of contracts.

The *Consultant* shall include TNPA's Enterprise & Supplier Development (ESD) requirements in each procurement event and consult with the ESD *Employer's* representative regarding the setting of specific goals. The ESD Targets for each procurement package will be as per *Employer's* requirements which will be in line with project and market analysis conducted.

The *Consultant* shall ensure ESD plans are received from tenderers for each procurement event. The ESD plan is required to provide all relevant details of each SD initiative, i.e. quantities, type, spending, description, location, percentages etc. The agreed plan shall be a contractual obligation between Transnet and the tenderer.

The *Employer* may instruct the *Consultant* to change the supplier development agreement to allow for greater or reduced skills transfer from the *Consultant* to Transnet employees or in other areas identified by the *Employer* during the project. Should the *Employer* wish to change the ESD agreement this shall only be by mutual consultation and agreement.

Where mentoring and coaching is requested, adequate management, reporting and assessment time should be allowed for.

The *Consultant* shall meet the procurement BBBEE target to be provided by TNPA.

Procurement management planning



The *Consultant* prepares and updates the procurement strategy and procurement management plan for all procurement in this current phase.

The procurement strategy includes:

- The contract breakdown structure, i.e. procurement packages and long lead plant and materials to be purchased.
- The form of agreement, e.g. NEC3 Engineering and Construction Contract (ECC) or standard purchase order.
- The payment strategy (fixed price, unit rates, etc.)
- The tendering strategy (competitive tendering , etc. unless stated otherwise by TNPA).

The procurement management plan includes:

- Procurement strategy to be approved by Transnet.
- Project Plan, forecast and actual dates for scope preparation, drafting of tender documents, approval of tender document by TCP, issuing and adjudicating of bids, start dates, completion dates, defects dates.
- Budgeted cost, awarded cost, forecast final cost and actual final cost.

The broad split in functions across the procurement roles are:

6.2.3.9.1 H1: INFRASTRUCTURE PROCUREMENT MANAGER

Project scope development:

- Confirmation of the *Employer's* requirements for the execution phase of the project;
- Compiles the method statements for the works for review and acceptance by the Employer.
- Familiarize himself with the standards, procedures and procurement policies and all other governance requirements of TNPA.
- Drafting and maintaining the annual strategic procurement plan.
- Monitoring progress and reporting against the annual procurement plan.
- Maintaining a register of procurement requests, allocating resources to ensure balanced workloads and avoidance of bottlenecks.
- Maintaining registers of "Lessons Learned" and distributing lessons learned across the procurement function to avoid future mistakes.
- Co-ordinating and input to ongoing learning and development of SCM staff.
- Responding to audit queries and reports.
- Review of Tender Evaluation and Review reports prior to submission to the Adjudication Committee.



- Identifies risks and manages risks in the procurement environment.
- Makes provision for the involvement of the *Employer* in design and risk reviews.
- Attendance at the TNPA Bid Adjudication (DBAC) Meetings and Transnet Group Bid Adjudication Meetings (CBAC).
- Maintenance of a document review procedure whereby documents are formally reviewed by identified stakeholders and representatives.
- Production of project monthly reports as per prescribed dashboard format.
- Maintenance and management of a risk management plan.
- Knowledge management - production of a record of key learning experiences.
- Review and management of compensation events.

6.2.3.9.2 H2: INFRASTRUCTURE PROCUREMENT SPECIALIST

Project scope development:

- Familiarize himself with the standards, procedures and procurement policies and all other governance requirements of TNPA.
- Compiles tenders for the procurement and construction of the entire works.
- Places contracts for and on behalf of the *Employer* for the construction of the engineering work.
- Procurement of all specialist consultants/contractors necessary for the design and execution of the scope and management thereof until completion of the works.
- Supplies project close-out documentation in accordance with the Employer's specification.
- Identifies risks and manages risks in the procurement environment.
- Makes provision for the involvement of the *Employer* in design and risk reviews.
- Engagement with the Infrastructure Delivery Unit and the appointed Sourcing Team including professional team in reviewing of all design and fabrication documentation, bills of quantities/ pricing schedules/ contract data/ conditions of tender/ works information to ensure that it conforms to the CIDB Standard for Uniformity, is complete and correct in order to be submitted to the Bid Specification Committee.
- Reviewing and confirmation of the quality of others' products during the procurement and fabrication stages.
- Procurement of the 3rd party inspection/ construction supervision services necessary for the project in terms of the design, fabrication, delivery and installation of the works.



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- Attending tender briefing meetings, project kick-off meetings, clarification meetings and negotiation meetings as part of the procurement process.
- Attendance and chairing in the capacity of the SCM Lead – the cross functional sourcing team meetings.
- Quality reviewing and preparation of submissions and attendance at Bid Specification Meetings
- Attendance and chairing in the capacity of SCM Lead – the Bid Evaluation Committee.
- Attendance at the TNPA Bid Adjudication (DBAC) Meetings and Transnet Group Bid Adjudication Meetings (CBAC).
- Compilation and Review of the Tender Evaluation and Review Report (TEAR) for submission to DBAC and CBAC.
- Compilation of a Strategic Sourcing Strategy for each procurement event.
- Review all final supplier documentation for conformance to Employer's requirements.
- Production of project monthly reports as per prescribed dashboard format.
- Maintenance and management of a risk management plan.
- Compilation and issuance of tenders, adjudication of returned tenders and appointment of recommended or approved service providers.
- Review and management of compensation events.

6.2.3.9.3 H3: PROCUREMENT MANAGER

Project scope development:

- Familiarize himself with the standards, procedures and procurement policies and all other governance requirements of TNPA.
- Compiles tenders for the procurement plant, machinery, plant, equipment related to the Infrastructure Portfolio where not included in a construction contract
- Supplies project close-out documentation in accordance with the *Employer's* specification.
- Identifies risks and manages risks in the procurement environment.
- Makes provision for the involvement of the *Employer* in design and risk reviews.
- Reviewing and confirmation of the quality of others' products during the procurement and fabrication stages.
- Procurement of the 3rd party inspection/ construction supervision services necessary for the project in terms of the design, fabrication, delivery and installation of the works.
- Attending tender briefing meetings, project kick-off meetings, clarification meetings and negotiation meetings as part of the procurement process.



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- Attendance and chairing in the capacity of the SCM Lead – the cross functional sourcing team meetings.
- Quality reviewing and preparation of submissions and attendance at Bid Specification Meetings
- Attendance and chairing in the capacity of SCM Lead – the Bid Evaluation Committee.
- Attendance at the TNPA Bid Adjudication (DBAC) Meetings and Transnet Group Bid Adjudication Meetings (CBAC).
- Compilation and Review of the Tender Evaluation and Review Report (TEAR) for submission to DBAC and CBAC.
- Compilation of a Strategic Sourcing Strategy for each procurement event.
- Review all final supplier documentation for conformance to Employer's requirements.
- Production of project monthly reports as per prescribed dashboard format.
- Maintenance and management of a risk management plan.
- Selection of material and equipment supply vendors and the placing of orders for material and equipment required for the completion of the works including long lead items;
- Compilation and issuance of tenders, adjudication of returned tenders and appointment of recommended or approved service providers.

6.2.3.10 GROUP I: ENGINEERING: GEOTECHNICAL ENGINEERING

6.2.3.10.1 I1& I2: PR.ENG: GEOTECHNICAL ENGINEER & PR. ENGINEERING TECHNICIAN (GEOTECHNICAL)

The request for service includes the following activities, but not limited to:

- a) Desktop Study
- b) Fieldwork
- c) Geohydrological studies
- d) Laboratory Testing
- e) Assessments, Reporting and Designs

Specialist scope of services

The services that are required may involve one or a combination of the following:

- a) Specialist advice on:
 - i) the behaviour of in-situ/earth materials beneath the existing paved and non-paved areas with regard to the design loads.



- ii) the determination of the physical / mechanical and chemical properties of subsurface conditions and materials that are relevant to the project;
 - iii) the determination and assessment of the geotechnical characteristics of material investigated from a commercial source, in close proximity to the proposed site.
 - iv) indicating the current condition of the proposed paved areas for the designers to assess the measures required to be implemented during designs.
 - v) the risks posed by site conditions to humans, property and the environment, and
 - vi) the design of earthworks and foundations for structures;
 - vii) Determination of ground water movement and determination of ground water volumes for Government submissions;
- b) the site monitoring of conditions, earthwork and foundation construction;
- c) geotechnical investigations and design including:
- i) bearing capacity and settlement analysis;
 - ii) soil and rock slope stability assessments;
 - iii) design of piles and pile groups;
 - iv) pavement designs;
 - v) excavations; and
 - vi) ground water / water table and the requirements for dewatering including volume calculations.
 - vii) General geology
 - viii) Geophysics
 - ix) Site Climate
- d) plan and perform detail geotechnical site investigations for land-based and water-based (Marine) according to SAICE Code of Practice or other relevant requirements as specified by Transnet.
- e) make use of service providers to undertake the necessary drilling, testing, sampling, excavation and backfilling, and reinstatement of the site, and geophysicists.
- f) The geotechnical site investigations shall comprise the evaluation of the geotechnical character of a site anywhere in South Africa in the context of existing or proposed works or land usage, which may include one or more of the following:
- i) evaluation of the geology and hydrogeology of the site;
 - ii) examination of existing geotechnical information pertaining to the site;
 - iii) systematic description of the soil and rock profiles;
 - iv) determining the depth of any fill that might be present;
 - v) in-situ assessment of geotechnical properties of materials;
 - vi) recovery of samples of soil or rock for examination, identification, recording, testing or display;
 - vii) testing of soil or rock samples to quantify properties relevant to the purpose of the investigation;
 - viii) evaluation of geotechnical properties of tested soils; and
 - ix) submission of factual and interpretative reports.



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The furnishing of all technical expertise, labour component, materials and devices for the provision of consulting **geotechnical engineering** services for the Transnet Capital Expansion Programme in the Port, Rail and Petrochemical environment.

Detailed General Scope of Professional Services Required (Geotechnical Engineering)

The consulting **Geotechnical Engineer** shall be an integrated member of the multidisciplinary professional team and his areas of responsibility as included in the Engineering Professions Act 2000, Published by the Engineering Council of South Africa (and not limited to), shall be to achieve the following key deliverables on the respective task orders:

- Report to the Engineering Manager and or *Employer's Agent* with respect to the Task Order.
- Review, familiarize and understand the proposed site including all constraints and environmental factors.
- Consult, advise, direct and interface with all members of the professional team with regards to engineering expertise and develop the detailed scope of works.
- Obtain and study Geological maps, study and/or review existing Geotechnical reports
- Review, familiarise and understand the Engineering and/or Architectural requirements and operational requirements for the infrastructure to be provided as part of the project.
- Provide other Engineering disciplines with all the key and critical requirements at inception of the project.
- Prepare preliminary and conceptual designs, presentations, schematics, images and presentation for acceptance.
- Meet with stakeholders, develop schematic drawings into detail, and provide appropriate information to the professional team.
- Prepare calculations, computer simulations.
- Prepare estimates at various stages of the project at the expected levels of accuracy.
- Prepare reports at the various stages of the projects to the professional team and other relevant stakeholders.
- Prepare detail designs on all engineering elements relevant to task order.
- Undertake design coordination with all other designs from the professional team.
- Undertake and be available to execute SQUAD Checks at various stages of the project.
- Prepare comprehensive Approved for Construction Drawings and detail for tender and construction phase of project.
- Prepare NEC3 Contract works information and pricing information for incorporation into and the solicitation of tenders.



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- Prepare various technical specifications for the works taking value engineering principles and fit for purpose solutions.
- Prepare Bills of quantities and equipment lists where required.
- All Transnet Tender procedures and policies shall be applicable and adhered to at all times.
- Assist with the tendering process, selection and appointment of contractors as applicable.
- Assist in conducting a compulsory site clarification meeting for prospective contractors.
- Check correctness of submitted tenders.
- Assist the Employer's Procurement department with the evaluation of tenders and preparation of tender evaluation reports.
- Administer the construction contract on site.
- Ensure the appointed contractor/s works according to the statutory and safety regulations as well as provide the compulsory safety work plan for the execution of the construction works.
- Chair and or assist with Site Meetings and prepare and submit project site meeting minutes.
- Provide a suitably qualified geotechnical Clerk of Works to ensure quality standards are maintained.
- Attend all site meetings, project meetings, design coordination meetings and relevant client/stakeholder meetings.
- Assist the quantity surveyor in the monthly payment certificates for submission to client.
- Monitor integrity of technical, quality and performance aspects during construction and commissioning up to final handover stage.
- Prepare commissioning, pre-commissioning and handover reports.
- Prepare ASBUILT documentation and maintenance manuals.
- Be proactive with the closing and handover of the works to the operational staff.
- Any other reasonable works required to successfully deliver the project to the client on time, on budget, at the accepted quality.
- The Consultant shall adhere to all Transnet's Engineering, Project Management and Documentation control procedures.
- Prepare drawings as per Transnet National Ports Authority drawing standards.
- Hand over all documentation including drawings and design files in native file format.

Geotechnical site investigations



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Geotechnical site investigations shall be undertaken under the direction of one or more persons who have the necessary experience in relation to the nature of the work that is required. Such persons shall:

- a) be intimately involved in the design of the investigation, the gathering of data, the evaluation of factual data, the determination of interpretative data, and the drafting of reports and any interactions which may be required with the statutory councils and authorities; and
- b) document and formulate all opinions and do so in such a manner that a peer review, if conducted on the same data, will arrive at substantially similar opinions.

6.2.3.11 GROUP J: ENGINEERING: DE-SALINATION STUDIES

6.2.3.11.1 J1 & J2 PR. ENGINEERING & PR. ENGINEERING TECHNICIAN

Specialist Scope of Services

The services that are required may involve one or a combination of the following:

- Sea water quality testing and analysis
- A review of possible Sea Water Reverse Osmosis (SWRO) plant locations and their physical size requirements
- A review of plant options and their cost implications
- An analysis of plant capacity
- Production of concept plant designs
- Hydraulic modelling of ports water networks based on proposed plant
- Fire engineering in supporting the new network supply
- Dispersion modelling of brine discharge
- Renewable energy analysis for plant
- Production of documents to support a tender
- Environmental screening and analysis
- Development of Marine Impact Assessments (MIA)
- Development of other environmental studies as may be required (including but not limited to Basic Assessments (BA) and Environmental Impact Assessments (EIA))
- Support during tender adjudication
- Construction oversight on behalf of the Client

The furnishing of all technical expertise, labour component, materials and devices for the provision of consulting services for the Transnet National Ports Authority in the Port environment.



Detailed General Scope of Professional Services Required (Engineering and Environmental)

The service providers consulting team shall be an integrated member of the multidisciplinary professional team and his areas of responsibility as included in the Engineering Professions Act 2000, Published by the Engineering council of South Africa (and not limited to), shall be to achieve the following key deliverables on the respective task orders:

- Report to the *Employer's Agent* with respect to the Task Order.
- Review, familiarize and understand the proposed site including all constraints and environmental factors.
- Consult, advise, direct and interface with all members of the professional team with regards to engineering and environmental expertise and develop the detailed documents as may be required.
- Prepare preliminary and conceptual designs, presentations, schematics, and images.
- Meet with stakeholders, develop schematic drawings into detail, and provide appropriate information to the professional team.
- Prepare calculations, computer simulations.
- Prepare estimates at various stages of the project at the expected levels of accuracy.
- Prepare reports at the various stages of the projects to the professional team and other relevant stakeholders.
- Prepare detail designs on all engineering elements relevant to task order.
- Undertake design coordination with all other designs from the professional team.
- Prepare NEC3 Contract works information and pricing information for incorporation into and the solicitation of tenders.
- Prepare various technical specifications for the works taking value engineering principles and fit for purpose solutions.
- Prepare Bills of quantities and equipment lists where required.
- All Transnet Tender procedures and policies shall be applicable and adhered to at all times.
- Assist with the tendering process, selection and appointment of contractors as applicable.
- Assist in conducting a compulsory site clarification meeting for prospective contractors.
- Check correctness of submitted tenders.
- Assist the Employer's Procurement department with the evaluation of tenders and preparation of tender evaluation reports.
- Administer the construction contract on site.
- Ensure the appointed contractor/s works according to the statutory and safety regulations as well as provide the compulsory safety work plan for the execution of the construction works.
- Chair and or assist with Site Meetings and prepare and submit project site meeting minutes.
- Provide a suitably qualified Clerk of Works to ensure quality standards are maintained.



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- Attend all site meetings, project meetings, design coordination meetings and relevant client/stakeholder meetings.
- Monitor integrity of technical, quality and performance aspects during construction and commissioning up to final handover stage.
- Prepare commissioning, pre-commissioning and handover reports.
- Any other reasonable works required to successfully deliver the project to the client on time, on budget, at the accepted quality.
- The Consultant shall adhere to all Transnet's Engineering, Project Management and Documentation control procedures.
- Hand over all documentation including drawings and design files in native file format.

6.2.3.12 GROUP K: CHEMICAL ENGINEERING

6.2.3.12.1 K1 & K2: PR. ENGINEERING (CHEMICAL) & PR. ENGINEERING TECHNICIAN (CHEMICAL)

Specialist scope of services

The services that are required may involve one or a combination of the following, but not limited to:

- Chemical Engineering services, which would include technical research, advise, risk, safety, planning, design, etc., of Port related chemical facilities, tanks, pipelines, terminals and loading facilities, etc., with specific focus on the following products, but not limited to:
 - Hydrogen,
 - Ammonia,
 - Liquid Organic Hydrocarbons (LOHC)
 - Methanol,
 - Naphtha,
 - Synthetic fuels (eDiesel, eKerosine, etc.)
 - Biofuels,
 - Etc.
- Risk assessments, development of safety guidelines and SOPs, determination of risk zones, safety zones, explosive zones, exclusion zones, etc., for above listed infrastructure and products.
- The identification of regulations, standards and codes related to the above infrastructures and products, interpretation thereof for compliance by TNPA, and then the development of templates, procedures and check sheets to allow TNPA to:



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- Review and approve chemical related infrastructure and products,
- Review and approve risk assessments and mitigating measures,
- Accept third party certification of chemical related infrastructures,
- Conduct oversight compliance audits on chemical related facilities.

The furnishing of all technical expertise, labour component, materials and devices for the provision of consulting chemical engineering services for the Transnet National Ports Authority in the Port, Rail and Petrochemical environment.

The scope of services will be detailed out in the Task Order issued by the *Employer*. The services are to be carried out in accordance with the applicable Clause 3 (Guideline Scope of Services) of the latest provisions of the guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act 2000, Published by the Engineering council of South Africa.

It is the *Consultant's* responsibility to ensure he is in possession and full knowledge of the contents of the latest issues of the Act.

The *Consultant* shall enquire that all Technical Engineering activities and deliverables are prepared in compliance with Transnet's PLP methodology.

Detailed General Scope of Professional Services Required (Chemical Engineering)

The consulting **chemical engineer** shall be an integrated member of the multidisciplinary professional team and his areas of responsibility as included in the Engineering Professions Act 2000, Published by the Engineering council of South Africa (and not limited to), shall be to achieve the following key deliverables on the respective task orders:

- Report to the Engineering Manager and or *Employer's Agent* with respect to the Task Order.
- Review, familiarize and understand the proposed site including all constraints and environmental factors.
- Consult, advise, direct and interface with all members of the professional team with regards to civil engineering expertise and develop the detailed civil scope of works.
- Review, familiarise and understand the Architectural requirements and operational requirements of the facilities to be provided as part of the project.
- Provide other Engineering disciplines with all the key and critical requirements at inception of the project.
- Prepare preliminary and conceptual designs, presentations, schematics, images and presentation for.
- Meet with stakeholders, develop schematic drawings into detail, and provide appropriate information to the professional team.



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- Prepare calculations, computer simulations.
- Prepare estimates at various stages of the project at the expected levels of accuracy.
- Prepare reports at the various stages of the projects to the professional team and other relevant stakeholders.
- Prepare detail designs on all engineering elements relevant to task order.
- Undertake design coordination with all other designs from the professional team.
- Undertake and be available to execute SQUAD Checks at various stages of the project.
- Prepare comprehensive Approved for Construction Drawings and detail for tender and construction phase of project.
- Prepare NEC3 Contract works information and pricing information for incorporation into and the solicitation of tenders.
- Prepare various technical specifications for the works taking value engineering principles and fit for purpose solutions.
- Prepare Bills of quantities and equipment lists where required.
- All Transnet Tender procedures and policies shall be applicable and adhered to at all times.
- Assist with the tendering process, selection and appointment of contractors as applicable.
- Assist in conducting a compulsory site clarification meeting for prospective contractors.
- Check correctness of submitted tenders.
- Assist the Employer's Procurement department with the evaluation of tenders and preparation of tender evaluation reports.
- Administer the construction contract on site.
- Ensure the appointed contractor/s works according to the statutory and safety regulations as well as provide the compulsory safety work plan for the execution of the construction works.
- Chair and or assist with Site Meetings and prepare and submit project site meeting minutes.
- Provide a suitably qualified civil Clerk of Works to ensure quality standards are maintained.
- Attend all site meetings, project meetings, design coordination meetings and relevant client/stakeholder meetings.
- Assist the quantity surveyor in the monthly payment certificates for submission to client.
- Monitor integrity of technical, quality and performance aspects during construction and commissioning up to final handover stage.
- Prepare commissioning, pre-commissioning and handover reports.
- Prepare ASBUILT documentation and maintenance manuals.
- Be proactive with the closing and handover of the works to the operational staff.
- Any other reasonable works required to successfully deliver the project to the client on time, on budget, at the accepted quality.
- The Consultant shall adhere to all Transnet's Engineering, Project Management and Documentation control procedures.
- Prepare drawings as per Transnet National Ports Authority drawing standards.



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- Hand over all documentation including drawings and design files in native file format.

6.2.3.13 GROUP L: GEOMATICS

6.2.3.13.1 L1: DETECTION & MAPPING OF UNDERGROUND SERVICES

Description of the services

The purpose of this document is to procure services of an engineering company for the purpose of detecting and mapping the existing underground services, in order to provide information for the design of the various elements for proposed/future developments within Transnet National Ports Authority.

Summary scope of services shall include the following:

- Site Establishment and mobilisation.
- Fulfil compliance requirements for client management conditions. This includes health and safety, quality management, risk management, environmental management, monthly reporting, cost and schedule management and interface management.
- Identification & Classification of all the existing underground services within the boundary of the site on the flexible and concrete pavement,
- Provision of Orientation (route, depth and junction positions) of the underground services.
- Provision of a survey report documenting all underground services identified & their details
- Provision of a complete AutoCAD, PDF and Microstation drawings
- Provision of an Excel and/or CSV files showing a complete list of points used and their positions (i.e. X, Y, Z coordinates – and lengths where applicable); as per final AutoCAD, PDF and Microstation drawings.
- List of all acronyms and abbreviations that will be used
- Close out of all activities; complete with full handover of all deliverables in electronic format (2x CDs), and contractually related activities.

Survey Outcomes

Underground Service Identification

All underground services including manholes within the site boundaries are to be identified by type. They are to be classified into the following groups:

- Electrical HT & LT
- Telecommunications
- Water (Potable or Fire)
- Sewage
- Stormwater



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- Other/unknown

There are no copies of the archived existing service drawings available. Therefore, it is the responsibility of the *Contractor* to determine the position of all the existing services

Underground Service Orientation

The survey must identify the route of each service within the boundary of the site. GPS coordinates according to the WGS84 South African Datum (Hartebeesthoek 94) are to be provided, mapping the route of each service identified. The spacing of the co-ordinates is to be taken in 2m intervals and at any junction point. All junctions are to be determined such that a direction change in the service is clear. The average depth of the service is to be obtained in relation to the land levelling datum (MSL) & ground level in the area, with any critical variations in depth to be identified and documented.

The acceptable tolerance for the position is 0.3m (GPS Coordinate) and depth is 0.1m.

There are no copies of the archived existing service drawings available. Therefore, it is the responsibility of the *Contractor* to determine the position of all the existing services.

Survey Report

A survey report is to be provided documenting the survey methodology, underground services identified, and the position and depths. A section in the report should also address findings such as:

- Areas of concern (i.e. under depth services)
- Limitations and Constraints

Survey Drawing

A complete set of AutoCAD, PDF and MicroStation drawings are to be provided indicating all underground services within the boundary of the site. The drawing must have all services labelled and colour coded as per a legend.

1:1000 scale AutoCAD and MicroStation drawings (in model space) showing all significant features including levels in the form of heights.

AutoCAD and MicroStation drawings should be layered using colours and line types to make the drawings easier to read. Below is typical line type/style and colours that can be used to indicate some of the basic utilities:

- Electrical HT & LT Red
- Telecommunications Green
- Water (Potable or Fire) Blue
- Sewage Brown
- Stormwater White
- Gas/Diesel Orange
- Other/unknown (Any other colour except Yellow)

Native drawings should be layered using colours and line types to make the drawings easier to read. The line types and colours to be used shall be according to TCP CAD standards attached in the annexures of this document. In addition to TCP CAD standards, the *Contractor*



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may use typical and non-standard line types as shown in **Figure 6.6-1** and **Figure 6.6-2** below (respectively).

LINE DESCRIPTION	LINE APPEARANCE
1. Centre Line	
2. Solid/Continuous line	
3. Short broken line	
4. Long broken line	
5. Break line	
6. Hatch lines 45°	

Figure 6.6-1 Typical Line Types

LINE DESCRIPTION	LINE APPEARANCE
1. Electrical power line	
2. Electrical power cable	
3. Stormwater pipe	
4. Sewerage pipe	
5. Telephone line	
6. Water pipe	
7. Fence line and gate	1.8 m

Figure 6.6-2 Non-Standard Lines (Optional)

Services

Positions and sizes (with descriptions - where applicable) for all services/utilities are important and must be clearly indicated on the drawings.

a) Water (Potable or Fire) system

Position of the water system must be shown, and the following information is to be included:



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- Pipelines, pipe sizes, type of pipes (where applicable), valves, meters, boreholes and tanks (including capacities where applicable). Flow directions must be shown. Cover and Invert levels for all manholes as well as positions and level of the benchmark must be shown.

a) Sewage networks

Layout of the sewage network must be shown, and the following information is to be included:

- Pipelines, pipe sizes, type of pipes (where applicable), manholes, rodding eyes, septic tanks (including capacities - where applicable), French drains (including volumes - where applicable). Cover and Invert levels for all manholes as well as positions and level of the benchmark must be shown.

b) Power and Telecommunications lines

Position of the power and telecommunication must be shown, and the following information is to be included:

- Cover and Invert levels for all manholes as well as positions and level of the benchmark must be shown.

c) Stormwater system

Layout of stormwater system, culverts and sizes as well as inlet and outlet structures must be shown. Cover and Invert levels for all manholes as well as positions and level of the benchmark must be shown.

d) Firefighting equipment

Pump installations, tanks (and capacities – where applicable), fire hydrants, valves, meters, fire extinguishers and fire hose reels may be included. Cover and Invert levels for all manholes as well as positions and level of the benchmark must be shown.

Survey Methodology

The Proposed methodology should comply with the following:

- The methodology should aim to be non-invasive/destructive (i.e.: Ground Penetrating radar) or mitigate invasiveness (minimize excavation) in the identification of the services. If an invasive method is unavoidable, the *Contractor* will be responsible to rehabilitate the affected area to its original state once the work is completed. The *Contractor* will be responsible for the repairs and the costs incurred in effecting such repairs to any damage caused to Transnet's property or others' property by the *Contractor's* staff during the excavation.
- The tender methodology will be assessed based on its compliance with the specifications, defined accuracy and quality of information that can be provided.

All inadequacies & limitations of the proposed methodology & equipment must be identified in the method statement in order to ensure that the output is of sufficient quality to meet the



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required specification. Allowance has been made to assess a methodology which may just fall short of addressing the outcomes in clause 5.1 if properly indicated in the proposal.

Detailed General Scope and Constraints of Professional Services Required (Detection and Mapping of Underground Services)

The *Services* is to complete a Detection and Mapping of Underground Services for the site specified by Transnet National Ports Authority (TNPA). The *Services* covers the general survey of the site and any other work arising out of or incidental from the *Services* or required of the *Consultant* for proper completion of the work in accordance with the true meaning and intent of the contract document and includes the following:

- Report to the Engineering Manager and or *Employer's Agent* with respect to the Task Order.
- Review, familiarize and understand the proposed site including all constraints and environmental factors.
- Consult, advise, direct and interface with all members of the professional team with regards to survey expertise and develop the detailed civil scope of works.
- Review, familiarise and understand the Engineering, Architectural requirements and operational requirements of the area to be surveyed as part of the project.

Specifications

- a) Applicable Standard Specifications

There are no technical specifications available

- b) Applicable Generic Specifications

Transnet E7/1 (July 1988): Specification for works on, over, under or adjacent to railway lines and near high voltage equipment.

- c) The *Consultant* must make sure that they obtain an access certificate, together with their personnel they must comply to any safety requirements imposed by Transnet National Port Authority as arranged by the *Employer's Agent*.
- d) The survey structures, services, buildings, roads, railway lines , electrical cables and markers, storm water drains, rock outcrops, culverts , fences and gates within the area allocated by Transnet National Port Authority.
- e) Establish permanent and temporary trench positions.
- f) Survey work which could be expected of a qualified surveyor that is professionally registered with South African Geomatics Council (SAGC) as well as relevant Utility Detection ISO accreditation.
- g) Survey equipment to be used must be in accordance with Transnet National Port Authority's requirements that is fit for purpose and must be approved.
- h) Be proactive with the closing and handover of the works to the operational staff



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- i) Any other reasonable works required to successfully deliver the project to the client on time, budget, at the accepted quality.
- j) The Consultant shall adhere to all Transnet's Engineering, Project Management and Documentation control procedures
- k) Prepare drawings as per Transnet National Port Authority's drawing standards
- l) Handover all documentation including drawings in native file format.

Cadastral Information

Cadastral information from the Surveyor General's (SG) office has to be obtained and converted to relevant survey system (WGS84) and superimposed in separate layers (i.e. line work on a separate layer from boundary points) on digital terrain and plotted drawings. The requirements of COLTO TMH11, Chapter 6 shall be applied for compiling these cadastral plans.

No scanned digital information will be allowed. Cadastral diagrams and compilations must be submitted. Cadastral boundaries of all traversed and adjacent properties shall be shown. Copies of SG diagrams are to be provided with co-ordinate list of WGS84. All servitude information shall be made available.

Format information to be provided.

- a. The survey information shall be supplied in a digital format (assessable on MicroStation and AutoCAD). All drawings provided must comply with TCP CAD Standards (ENG-STD-0001) as provided in the appendices of this document. The layers used in these CAD standards will be supplied by the Employer. No scanned digital information will be allowed.
- b. The DTM data shall be in an ASCII, LANDXML and TOT format, supplied on a virus free compact disc and readable by the software programme CIVIL DESIGNER & BENTLEY POWER RAIL TRACK.
- c. All annotations on the plan shall be in English.
- d. The plan shall be orientated with north at the top of the drawing.
- e. **Levels** shall be displayed with a point as the **decimal point** and this point shall be placed at the centre of the level and must **correspond with the survey shot**. All levels shall be in accordance with ENG-STD-0001.
- f. **Levels** shall be indicated with **4 digits before the decimal point and 2 digits** after the decimal point, with lettering not less than 2.5mm high, in Arial font. The level shall be one text line.



- g. To prevent cluttering of the as-is drawings, when plotting these levels the *Consultant* shall ensure that they are spaced not closer than **1mm apart (at a 1:500 scale)**, and that the numerals indicating the levels do not **overlap**.
- h. Levels and descriptions of the level shall be on separate CAD layers.
- i. Co-ordinates system and datum level
 - All co-ordinates shall be based upon the WGS system.
 - The datum for levels shall be MSL.

Accurate Measurement Tolerances

- a. Invert levels of culverts and manholes shall be accurate to $\pm 10\text{mm}$.
- b. Total station X + Y values 30mm and Z values 25mm

Integrity of Results

- a. The Consultant shall ensure, by means of field checks or other independent confirmations, that the task complies with the specified standards and shall furnish proof, if required by the Employers Agent, that drawings depict details correctly.
- b. The Employers Agent will scrutinise and check the fieldwork, calculations, drawings, and records to such an extent as he may deem necessary in order to satisfy himself that the terms of the contract and specification are met and complied with

Deliverables

- a. Survey Data:
Data shall be submitted on a CD as a "Civil Designer format" & "Bentley Power Rail Track format" or equivalent file that can be used in "Civil Designer" & "Bentley Power Rail Track".
- b. Data Mapping:
Data mapping shall be provided in the form of hard copies to a scale of 1:500 as well as a magnetic medium in a format assessable by Microstation and AutoCAD (.dwg and/or .dxf format) on a CD.
- c. Tabulation of survey data in Excel and ASCII format
- d. A list showing all descriptions of survey codes used.
- e. Photographs of the site in general must be provided in a digital format.
- f. A walk-through digital video recording of the site in general must be provided.



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Mapping Presentation

The requirements for the mapping shall comply with COLTO TMH11. All breakpoints (top slope, invert level of streams, etc.) shall be less than 10m intervals with the density of random points to fill in the gaps determined on a 10m grid. All points shall be labelled. A detailed contour map at 1:1 000 scale of the identified area with a contour interval of 0.5m (and not 1.0m vertical intervals as specified by TMH11) is to be provided.

All features are to be identified by text notes. Cadastral boundaries are to be shown together with the farm names and SG numbers. Features such as fences, overhead lines and road stream edges are to be indicated with continuous lines. The WGS84 grid together with values shall be clearly shown.

6.2.3.13.2 L2: TOPOGRAPHICAL SURVEY

Description of the services

The purpose of this service is to establish permanent survey control points and to represent the original ground line accurately and to produce a comprehensive and detailed engineering survey from which an accurate horizontal and vertical alignment can be derived for design purposes. The final DTM will also be used to accurately quantify volumes and gradients during construction. The scope of services to be provided by the Consultant for the establishment of facilities, the completion of the survey, the processing and issue of the data and report. The summary scope of services includes the following:

The *Services* covers the general survey of the site and any other work arising out of or incidental from the *Services* or required of the *Consultant* for proper completion of the work in accordance with the true meaning and intent of the contract document and includes the following:

- a) The survey of structures, services, buildings, roads, railway lines, electrical cables and markers, storm water drains, rock outcrops, culverts, fences and gates.
- b) Establish permanent and temporary bench-mark positions.
- c) Provision of all survey information should be supplied on a magnetic medium in a format assessable by Microstation (dgn) and AutoCAD (dwg).
- d) Survey work which could be expected of a qualified surveyor that is professionally registered.

Specialist scope of services

The surveying services that are required may involve one or a combination of the following:



- Railway related Infrastructure
 - **Track centreline** positions at 10m intervals
 - Turnouts (**centre line track**) at SRJ, ETO, and ES as well as the centreline of the C/M. (The consultant will be furnished with a drawing indicating the method to determine these points on site, if they are not clearly visible.)
 - All grade posts adjacent to the track, also recording the markings on it reflecting the grade in both directions
 - All kilometre posts, also recording the markings on it reflecting the distances.
 - All curve data markers placed along the track, also recording the markings on it showing the beginning of the curve, end of curve and radii of curves needs to be indicated on the survey.
 - All curve radii are to be represented as curves and not chords. Note the beginning of the curve, end of curve and radii of curves needs to be indicated on the survey.
 - Centreline of All OHTE masts (when there are such masts) with the level on the ground, as well as any other equipment on the ground, also recording the markings/ numbering on it
 - Ditto for all signal masts and electrical boxes. Also recording the markings/numbering on it
 - Top and bottom of **Ballast** on each track.

- Telephones, power lines and electrification
 - Position of high mast light poles
 - Routing of electrical cables for high mast light poles
 - Manholes – both cover and invert levels and recording the type of manhole.
 - Telephone poles and routes
 - Power poles and routes
 - Network cable routes
 - Transmission lines
 - Location and position of existing CCTV cameras
 - Surface cables and cable markers, also recording the markings / numbering on it
 - Yard area lighting and street lights
 - Transformers and sub-stations

- Structures and Buildings
 - Edge of platforms- where applicable

- Culverts, also recording the size of opening, length and invert levels- where applicable. Also provide a description and sketch of the opening on both sides of the culvert. Please note that where headwalls are present, the top of headwall must be surveyed and ballast removed to survey the top of culvert (at the bottom of the ballast) as well. Where culverts are silted, the silt must be removed and the true invert level must be surveyed.
 - Bridge structures and retaining walls-where applicable
 - Derelict buildings and quarters– where applicable. Please provide photos of buildings.



- Water tower and water pipelines including invert levels.
 - Manholes – both cover and invert levels and recording the type of manhole. Invert levels shall clearly be marked as either pipe invert levels or manhole invert level.
 - All sewer pipelines and pump stations, sumps and invert levels, pipe sizes and direction of flow.
 - Fire hydrants and water taps
 - Miscellaneous
 - Subway and subway invert levels shall clearly be marked
 - Markers for pipes/ cables also recording the markings/ numbering on it
- Stormwater, sewerage and portable water
 - Routing of potable water line below ground and above ground – invert levels, diameters and material
 - Manholes – both cover and invert levels and recording the type of manhole. Invert levels shall clearly be marked for both pipe invert levels and manhole invert, cover and invert levels of catch pits, grid inlets
 - Canal and culverts, also recording the size of opening, length, and invert levels and top level
 - Drainage channels– record the size, length, depth, invert levels, height of head walls, and type of channel
 - Valves, water meters and water taps and any related items
- Roads, fences and gates
 - The full road reserve width of existing roadways and all existing access roads for a distance of 100m
 - An additional 100m length beyond the theoretical start and end points along the road being surveyed must be included in the work.
 - All portions of the road and existing access roads DTM in the format of cross sections at intervals not exceeding 20m on straights or where the radius is greater than 1000m. The interval spacing must be reduced to 10m on curves with radii less than 1000m.
 - Footpaths and roads, showing kerbs, gutters, catch pits, type of road surface, width of premix and concrete surfaces with the relevant invert levels clearly
 - Fencing, stating the type of fence
 - Gates and access control positions
 - Existing road signs and marking, lane markings (start and end points of barrier lines) and other road markings (including digital photographs for each)
 - Formation – levels at top and bottom, and width of cuts and fills
 - Erosion protection, and kerb inlet lengths and grid inlet sizes
- Embankments and other features
 - Levels at bottom and top edge of the rock cutting and embankments



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- Fencing, stating the type of fence. All properties and/or buildings with direct access to the roads should be surveyed to the gates and/or existing floor levels.
- Eroded areas, gullies and streams
- General street furniture and trees or planted areas
- Fire reticulation
 - Routing of fire reticulation below ground and above ground – invert levels, diameters and material
 - Fire hydrant that are mounted – connection to fire reticulation line, diameter and materials.
 - Fire hydrant countersunk in ground – connection to fire reticulation line, diameter and materials.

The furnishing of all technical expertise, labour component, materials and devices for the provision of consulting **survey services** for the Transnet Capital Expansion Programme in the Port, Rail and Petrochemical environment.

Detailed General Scope and Constraints of Professional Services Required (Survey services)

The *Services* is to complete a topographical survey for the site specified by Transnet The *Services* covers the general survey of the site and any other work arising out of or incidental from the *Services* or required of the *Consultant* for proper completion of the work in accordance with the true meaning and intent of the contract document and includes the following:

- Report to the Engineering Manager and or *Employer's Agent* with respect to the Task Order.
- Review, familiarize and understand the proposed site including all constraints and environmental factors.
- Consult, advise, direct and interface with all members of the professional team with regards to survey expertise and develop the detailed scope of works.
- Review, familiarise and understand the Architectural requirements and operational requirements of the facilities to be provided as part of the project.

Specifications

Applicable Standard Specifications:

There are no technical specifications available.

Applicable Generic Specifications



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The *Consultant* must make sure that they obtain an access certificate, together with their personnel they must comply to any safety requirements imposed by Transnet National Port Authority as arranged by the Employer's Agent.

- The survey structures, services, buildings, roads, railway lines, electrical cables and markers, storm water drains, rock outcrops, culverts, fences and gates within the area allocated by Transnet National Port Authority.
- Establish permanent and temporary benchmark positions.
- Survey work which could be expected of a qualified surveyor that is professionally registered with South African Geomatics Council (SAGC).
- Survey equipment to be used must be in accordance with Transnet National Port Authority's requirements that is fit for purpose and must be approved.
- Be proactive with the closing and handover of the works to the operational staff.
- Any other reasonable works required to successfully deliver the project to the client on time, budget, at the accepted quality.
- The Consultant shall adhere to all Transnet's Engineering, Project Management and Documentation control procedures.
- Prepare drawings as per Transnet National Port Authority's drawing standards.
- Handover all documentation including drawings and design files in native file format.

Cadastral Information

Cadastral information from the Surveyor General's (SG) office has to be obtained and converted to relevant survey system (WGS84) and superimposed in separate layers (i.e. line work on a separate layer from boundary points) on digital terrain and plotted drawings. The requirements of COLTO TMH11, Chapter 6 shall be applied for compiling these cadastral plans.

No scanned digital information will be allowed. Cadastral diagrams and compilations must be submitted. Cadastral boundaries of all traversed and adjacent properties shall be shown. Copies of SG diagrams are to be provided with co-ordinate list of WGS84. All servitude information shall be made available.

The services required entails the following:

- a) Establishing of permanent and temporary controls points and fixing them to WGS84 system.
- b) The site surveys and plans to be in accordance with the COTO: Standard Survey Guidelines: TMH 11.
- c) Develop and deliver digital terrain modelling (DTM) within the reserves, or respective areas, in terms of TMH 11 to be able to generate accurate cross-sections.



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- d) Develop and submit detail contour survey with a contour interval of 0.5m (and not 1.0m vertical interval as specified in TMH11). Rail levels and ballast must not be considered when generating ground contours.
- e) All drawings to include for all visible services, structures, drainage structures detail including their positions, height of head walls, invert levels and dimensions and cross-sections along the railway or road reserve.
- f) Bridge lengths, widths and span lengths shall be surveyed and reflected on the plans. All drainage structures, manholes, bridges (also bridge names), low-level structures, culvert lengths, sizes, invert levels for inlets and outlets (including digital photographs of each), wing walls and erosion protection, kerb inlet lengths and grid inlet sizes.
- g) Develop and deliver DXF/DWG data indicating all features, contours and selected spot shots shall be submitted.
- h) The provision of survey records in terms of TMH11.

Format information to be provided.

- (a) The survey information shall be supplied in a digital format (assessable on Microstation and AutoCAD). All drawings provided must comply with TCP CAD Standards (ENG-STD-0001) as provided in the appendices of this document. The layers used in these CAD standards will be supplied by the Employer. No scanned digital information will be allowed.
- (b) The DTM data shall be in an ASCII, LANDXML and TOT format, supplied on a virus free compact disc and readable by the software programme CIVIL DESIGNER & BENTLEY POWER RAIL TRACK. In addition, the Consultant will provide a 3D triangulated surface in AutoCAD and Microstation format.
- c) All annotations on the plan shall be in English.
- d) The plan shall be orientated with north at the top of the drawing.
- e) **Levels** shall be displayed with a point as the **decimal point** and this point shall be placed at the centre of the level and must **correspond with the survey shot**. All levels shall be in accordance with ENG-STD-0001.
- f) **Levels** shall be indicated with **4 digits before the decimal point and 2 digits** after the decimal point, with lettering not less than 2.5mm high, in Arial font. The level shall be one text line.



- g) To prevent cluttering of the as-is drawings, when plotting these levels the *Consultant* shall ensure that they are spaced not closer than **1mm apart (at a 1:500 scale)**, and that the numerals indicating the levels do not **overlap**.
- h) Levels and descriptions of the level shall be on separate CAD layers.
- i) Contours generated from the survey must accurately reflect the ground levels. The height intervals shall depend on site conditions and on the scale of the drawing. Where practical 0,5m contours shall be shown, but the space between plotted contours on the plan shall not be less than 5mm. Rail levels must be not be considered when generating ground contours.
- j) The way in which, (as well as which geometric points of), turnouts (sets of points and crossings) are to be drawn on the as-is drawings, to be produced or supplied.
- k) Co-ordinates system and datum level
- l) All co-ordinates shall be based upon the WGS system.
- m) The datum for levels shall be MSL.
- n) Information to be recorded.
- The Consultant shall record all local topography on a grid of not more than 20m x 20m.
 - Spot heights shall indicate the crests of hills and bottom of valleys and depressions. Sufficient spot heights need to be provided to indicate ground variations, which cannot be adequately expressed by contour lines. Storm water trenches, streams and berms need to be located and shown clearly.
 - Rail survey shots to be recorded on a separate layer and to be positioned on the centre line of the track at the exact position the shot was taken.
 - Cadastral boundaries of all traversed and adjacent properties shall be shown. All servitude information shall be made available.
 - Control points must be recorded on a separate layer on the drawing.

Control points

- a) The Consultant shall make use of new **control points** and pick up all **existing** control points if any.
- b) The Consultant shall provide a list showing the co-ordinates and elevation of each control point and survey station
- c) The new control points shall be inter-visible and not more than 200m apart.



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- d) As a general rule, control points shall be placed on the periphery of the area to be surveyed, within the Railway reserve and so spaced that a network of further control points can be established if required.
- e) Control points shall be located in such a position as to minimise the likelihood of disturbance or damage
- f) The Consultant and the Employees Agent shall agree on the minimum envisaged number of control points required for the survey.
- g) The control points shall be 600 mm long Y-standard driven into the ground leaving at least 20mm protruding, which must be encased in concrete of at least $\Phi 200$ mm and 100mm deep, or any other method which will protect these points permanently, as agreed between the Consultant and the Employers Agent.
- h) Each control point shall be provided with a rust proof metal tag set into the concrete indicating its number.
- i) Each control point shall have its own **photograph accompanied** with the survey.
- j) Control points/permanent reference beacons shall consist of 20mm iron pegs set firmly in concrete with stamped metal nameplate with reference and level, in accordance with TMH11. The Consultant can suggest an alternative control point and submit to the Employer for acceptance.

Accurate Measurements Tolerances

- a) The accuracy of the contours generated from Civil Designer (software program to be used) must be such that upon comparison with the results of a selective check survey, the surveyed elevations of at least 90% of the points checked do not differ from their elevation as interpolated from the contours by more than half of the contour interval, and not more than 1% differ by more than the contour interval. The check shots shall be placed at random and shall be sufficient in number for the size of the area being surveyed.
- b) Spot heights shall be accurate to ± 20 mm.
- c) Centre line of track/road position shall be accurate to ± 50 mm and rail levels to ± 10 mm.
- d) Invert levels of culverts and manholes shall be accurate to ± 10 mm.
- e) Total station X + Y values 30mm and Z values 25mm.

Integrity of Results

- e) The Consultant shall ensure, by means of field checks or other independent confirmations, that the task complies with the specified standards and shall furnish proof, if required by the Employers Agent, that drawings depict details correctly.



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- b. The Employers Agent will scrutinise and check the fieldwork, calculations, drawings, and records to such an extent as he may deem necessary in order to satisfy himself that the terms of the contract and specification are met and complied with.

Deliverables

- a) DTM Survey:

Survey data shall be submitted on a CD as a "Civil Designer format" & "Bentley Power Rail Track format" or equivalent file that can be used in "Civil Designer" & "Bentley Power Rail Track" and must include all break lines, survey points, triangles and contours. Break Line Text File with associated Pen Codes to be provided.

Triangulation of break lines must create the actual representation of the topography of the land when longitudinal sections and cross sections are extracted.

The DTM must be in a LANDXML format that is triangulated. The triangulations must be in 3D and in a DWG/ DGN format or equivalent.

The surface features and contours must be in 3D polylines in DWG/DGN format.

- b) Survey Mapping:

Survey mapping shall be provided in the form of hard copies to a scale of 1:500 as well as a magnetic medium in a format assessable by Microstation and AutoCAD (.dwg and/or .dxf format) on a CD.

- c) Tabulation of survey data in Excel and ASCII format
- d) A list of the permanent / temporary survey beacons (bench-marks) used for undertaking the services. This list must also be indicated on the Drawing.
- e) A list showing all descriptions of survey codes used.
- f) Photographs of the site in general must be provided in a digital format.
- g) A walk-through digital video recording of the site in general must be provided.

Mapping Presentation

The requirements for the mapping shall comply with COLTO TMH11. All breakpoints (top slope, invert level of streams, etc.) shall be less than 10m intervals with the density of random points to fill in the gaps determined on a 10m grid. All points shall be labelled. A detailed contour map at 1:1 000 scale of the identified area with a contour interval of 0.5m (and not 1.0m vertical intervals as specified by TMH11) is to be provided.

All features are to be identified by text notes. Cadastral boundaries are to be shown together with the farm names and SG numbers. Features such as fences, overhead lines and road stream edges are to be indicated with continuous lines. The WGS84 grid together with values shall be clearly shown.



6.2.3.14 GROUP M: RISK

6.2.3.14.1 M1: RISK MANAGEMENT PROFESSIONAL

The *Consultant* is an integrated member of the multidisciplinary professional team and his areas of responsibility, but not limited to, are to achieve the following key deliverables on the respective Task Orders:

Based on Transnet ERM (Enterprise Risk Management) Methodology & Transnet PROM (Project Risk and Opportunity Management) Processes & Procedures guided by latest ISO31000 update:

- Conduct risk communication in the project.
- Develop the required risk management plans, review & update the plans quarterly (Four Months) whilst ensuring their implementation.
- Facilitate initial risk management workshops as per approved Project Risk Management Plan approved by TNPA Risk Specialist with relevant DOA and develop baseline risk registers applying both qualitative and quantitative Risk Analysis to determine contingencies furnished with detailed risk reports to help business make risk-based decisions.
- Facilitate monthly risk review meetings and update developed risk registers in collaboration with relevant key stakeholders and regularly submit risk management reports, minutes and attendance registers covering engaged stakeholders.
- Training of the Project Team as well as the establishment of an effective risk management function whilst entrenching risk management culture within projects and training attendance registers to be submitted per project supported to deliver project risk management deliverables as per scope of work.
- Auditing treatment strategies based on relevant auditing standards and in compliance with Transnet Combined Assurance Policy and Enterprise Risk Management Framework or any applicable assurance best practice, and ensure observations, findings, recommendations and closure reports are documented and shared with relevant Risk Specialist and Project Manager in charge of the project being planned or executed.
- Ensure that high risks are reported to relevant stakeholders and evidence for escalations are kept in the approved project risk management repository.
- Reviewing the accuracy of risk scoring and adequacy of Cost contingencies and risk mitigation plans
- Analysing and monitoring the progress of management actions by each risk owner using reliable Project Risk Management Software and reporting systems.
- Taking ownership for Risk Database and ensure reliable back-up plans based on Business Continuity Management Best Practices and ICT Disaster Recovery Plans to avoid loss of critical project risk management information through the entire project life cycle and Risk Specialist and Project Managers will ensure that the submitted documents are archived according to Transnet Document Management Policy.



- Generating the monthly reports for risk meetings with client's representatives and ensure minutes are captured and action plans are discussed at regular Project and Progress Meetings against risk action plans that are regularly updated.
- Preparing ad-hoc risk management reports as and when required and emerging risks to be covered to ensure that the project risk register is a live document throughout the lifespan of the project.
- Review existing Transnet Port Authority's Project Risk Management standards, policies and procedures and report on recommendations for improvement based on observations, lessons learned and changes in legal requirements/benchmarking in the field of Risk Management.
- Review Transnet Port Authority's existing project risk controls effectiveness and report on recommendations for continual improvement.
- Review Transnet Port Authority's project risk management maturity level and report on recommendations for improvement.
- Capacity building & Skills transfer during contract duration through on-the-job training and mentorship of the permanent risk management personnel & graduates towards obtaining membership with IRMSA (Institute of Risk Management South Africa) and any other recognised relevant risk management professional bodies.
- Ensure that all risk management work completed and submitted to Transnet National Port Authority comply with Project Risk Management Procedure and is also compatible with Employer's currently used information systems (e.g., @Risk Palisade, Primavera Risk Analysis, Microsoft Excel etc.) for consistency.
- Provide assistance with regards to application of advanced tools covered in Microsoft Excel, @Risk Palisade, Primavera Risk Analysis to ensure that the outputs are included in Quantitative Risk Assessment Reports to help TNPA to include relevant output information like Contingency Histograms, Schedule Impact and Cost Impact Heat Maps, Tornado Graphs and other relevant project risk outputs required to be used in Carrying out Multi-Criteria Analysis and inclusion of Risk adjusted contingencies into the Financial Model during Development of Investment Cases at various project Life Cycle Phases, such as; Concept, Feasibility, Bankable Feasibility, Construction Execution and Project Close-out Phases to help the business make risk based decisions before investing in complex mega-projects.
- Before termination of the Contract, The *Consultant* must ensure that all critical documents and correspondences generated during the project life cycle and execution of Project Risk Management activities are submitted to the Risk Management Specialist and Project manager for record keeping purposes and to comply with Transnet Document Management Policy and Procedure.
- Ensure compliance with all requirements of the Project Execution Plans (PEP), Transnet National Port Authority construction procurement policy, process, procedures and methods within Transnet National Port Authority.



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- From time to time, TNPA shall request the *Consultant* to provide training, mentorship and supervise the development of TNPA's junior staff towards Risk Management Professional registration with IRMSA.
- Drive the implementation of Earned Value Management principles (EVM) for all projects. *Consultant* might be from time to time be requested to report of EVM.

6.3 Technical requirements

The *Consultant* observes all relevant statutes, by-laws and associated regulations, applicable standards published by the Engineering Council of South Africa, South African Bureau of Standards, the International Organization for Standardisation or learned societies and standards of professional conduct, and "best practice", as laid down, or recommended, by their respective professional associations, if any.

6.4 Ownership of Data, Designs and Documents

After payments to the *Consultants* by the *Employer* for the relevant services provided, copyright in the data, design and documentations, lies with the *Employer* subject to the *Employer's* indemnification against any claim from any party that may arise as a result of the *Employer's* use of such a document due to the *Consultant's* infringement of copyright. The *Consultant* submits all documentation including technical documentation such as engineering design and drawings in native format (eg. TIF, Bentley Microstation, AutoCad etc) as well as PDF to the *Employer*.

7. Facilities and equipment to be provided by the *Employer*.

No facilities or equipment is provided by the *Employer*. The *Consultant* may, however, make arrangements at their cost with the relevant Transnet personnel to make use of ablution and other facilities that might be on or near site.

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option and secondary Options	<p>A: Priced contract with activity schedule</p> <p>E: Time based contract</p> <p>G: Term contract</p> <p>W1: Dispute resolution procedure</p> <p>X1: Price adjustment for inflation</p> <p>X2 Changes in the law</p> <p>X7: Delay damages</p> <p>X9: Transfer of rights</p> <p>X10 <i>Employer's Agent</i></p> <p>X11: Termination by the <i>Employer</i></p> <p>X12: Partnering</p> <p>X13: Performance Bond</p> <p>X18: Limitation of liability</p> <p>X20: Key performance indicators</p> <p>Z: <i>Additional conditions of contract</i></p>
	of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is (Name):	Transnet SOC Ltd

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Address

Registered address:

**Transnet Corporate Centre
138 Eloff Street
Braamfontein
Johannesburg
2000**

Having elected its Contractual Address for the purposes of this contract as:

**Transnet National Port Authority
Administration Building
(eMendi)
Neptune road, off Klub Road
Port of Ngqura
Port Elizabeth 6212**

11.2(9)	The <i>services</i> are	Framework Agreement for Professional Services Contract for Project Management, Engineering, Project Support and Geospatial Services On "As-And-When" Required Basis for A Duration of Three (3) Years for All Ports in Transnet National Ports Authority
11.2(10)	The following matters will be included in the Risk Register	N/A – to be stated in the 2nd stage of procurement.
11.2(11)	The Scope is in	Part C3.1: The Scope of the Contract Document. A project-specific scope will be issued at the 2nd stage of procurement.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 (two) weeks, except if the <i>Project Manager's</i> authority to agree to increases in Prices and/or Time is exceeded and he needs to refer the application to a higher delegation of authority (DoA), then the period for reply is an additional eight (8) weeks.
13.6	The <i>period for retention</i> is	N/A
2	The Parties' main responsibilities	
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to <i>access date</i>

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		1	N/A – to be stated in the 2 nd stage of procurement.	N/A – to be stated in the 2 nd stage of procurement.
		2		
		3		
3	Time			
31.2	The <i>starting date</i> is		For the Framework: will be the date of issue of a letter to tenderers confirming their acceptance onto the Framework Contract. For a Task Order: will be when approval of a Task order is issued and an instruction to proceed is issued by the employer.	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is		Three years from the starting date or Completion of any Task orders issued within three years of the starting date, whichever is the later.	
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:		Condition to be met	key date
		1	N/A – to be stated in the 2 nd stage of procurement.	N/A – to be stated in the 2 nd stage of procurement.
		2		
		3		
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within		2 (two) weeks of the Contract Date where applicable.	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than		4 (four) weeks.	
4	Quality			
40.2	The quality policy statement and quality plan are provided within		2 (two) weeks of the Contract Date.	
41.1	The <i>defects date</i> is		To be stated in the 2nd stage of procurement	
5	Payment			

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50.1	The <i>assessment interval</i> is on the	18th day of each successive month.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount
		Economy air fares	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
		Car hire not exceeding group B	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
		Accommodation	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
51.1	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	
51.2	The <i>currency of this contract</i> is the	South African Rand (ZAR).	
51.5	The <i>interest rate</i> is	The prime lending rate of the Rand Merchant Bank of South Africa.	
6	Compensation events	No additional data required for this section of the <i>conditions of contract</i>.	
7	Rights to material	No additional data required for this section of the <i>conditions of contract</i>.	
8	Indemnity, insurance and liability		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	Event	Cover	Period following Completion of the whole of the <i>services</i> or earlier termination

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<p>failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i></p>	<p>Professional Indemnity Insurance for not less than R5 000 000.00 (Five Million Rand) in respect of each claim, without limit to the number of claims</p>	<p>52 Weeks</p>
<p>death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i></p>	<p>General Third Party Liability Insurance for all amounts falling within the excess of the policy, currently R50 000.00 (Fifty Thousand Rand) each and every claim, and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the <i>Consultant</i> deems desirable in respect of each claim, without limit to the number of claims</p>	<p>0 Weeks</p>
<p>death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract</p>	<p>The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Consultant</i> arising out of and in connection with this contract for any one event is that which is prescribed by the Compensation for Occupation Injuries and Diseases Act No. 130 of 1993 as amended.</p>	<p>0 Weeks</p>
<p>Motor Vehicle Liability Insurance</p>	<p>Comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity for an amount of not less than R 10 000 000.00</p>	

81.1	The <i>Employer</i> provides the following insurances	<p>Professional Indemnity insurance in respect of failure of the <i>Consultant</i> to use the skill and care normally used by Professionals providing services similar to the <i>services</i>.</p> <p>General Third-Party Liability cover in respect of death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i></p>
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p><i>For all matters covered under the Employer's Professional Indemnity (PI) and General Third-Party Liability policies, the Consultant's liability will be limited to the excesses applicable under the Employer's Professional Indemnity and General Third Party Liability policies as detailed in the policy wordings. The current excesses amounts to R5 000 000.00 (Five Million Rand) PI and R50 000.00 (Fifty Thousand Rand) General Third Party Liability, respectively, each and every claim. For all matters not covered under the Employer's Professional Indemnity and General Third-Party Liability policies the Consultants liability will be limited to (to be determined at the secondary procurement stage).</i></p>
9	Termination	No additional data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with activity schedule	
21.3	The <i>Consultant</i> prepares forecasts of the total of the <i>expenses</i> at intervals of no longer than	4 weeks.
E	Time based contract	
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	4 weeks.
G	Term contract	
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	4 weeks.
11	Data for Option W1	

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W1.1	The <i>Adjudicator</i> is	Both parties will agree to an <i>Adjudicator</i> as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators (Southern Africa) will appoint an <i>Adjudicator</i>. Where Transnet has established a Framework of Adjudicators, appointment of an <i>Adjudicator</i> will be in terms of the Transnet Framework of Adjudicators.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The latest addition of the South African Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	In respect of projects in the Eastern Region: Durban In respect of projects in the Central Region: Port Elizabeth In respect of projects in the Western Region: CapeTown
	The person or organisation who will choose an arbitrator:	The Chairman of the Association of Arbitrators (Southern Africa)
	<ul style="list-style-type: none"> • if the Parties cannot agree a choice or • if the <i>arbitration procedure</i> does not state who selects an arbitrator, is 	

12 Data for secondary Option clauses

X1	Price adjustment for inflation			
X1.1	The <i>index</i> is	Statistics SA Publication P0141		
	The <i>staff rates</i> are	Set out in Section A of C 2.2.1		
X2	Changes in the law			
X2.1	The <i>law of the project</i> is	South African.		
X4	Parent company guarantee	No additional data is required for this Option		
X5	Sectional Completion			
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>services</i> is:	<i>section</i>	<i>description</i>	<i>completion date</i>

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		1	Specific task	tba
		2	N/A	N/A
		3	N/A	N/A
X5 & X6	Sectional Completion and bonus for early Completion used together			
X6.1	The bonuses for early Completion of			amount per
X5.1	each <i>section</i> of the <i>services</i> are:	section	description	day
		1	N/A	R0.00
		2	N/A	R0.0
		3	N/A	R0.00
	Remainder of the <i>services</i>			R0.00
X5 & X7	Sectional Completion and delay damages used together			
X7.1	Delay damages for late Completion of			
X5.1	each <i>section</i> of the <i>services</i> are:	section	description	amount per
		1	To be determined when each task order is issued	R
		2		R
		3		R
	Remainder of the <i>services</i>			R
X7	Delay damages			
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	To be determined at the 2nd stage of procurement.		
X9	Transfer of rights		The <i>Employer</i> owns the <i>Consultant</i> rights over any of the material whatsoever prepared for the Services of this Contract by the <i>Consultant</i>. The <i>Consultant</i> provides on request by the <i>Employer's Agent</i>, all documentation in whatever form as required (native's, PDF's, CD's, etc) and all other material items which transfer these rights to the <i>Employer</i>.	
X10	The <i>Employer's Agent</i>			
X10.1	The <i>Employer's Agent</i> is			
	Name:	To be advised.		
	Address	To be advised		

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The authority of the *Employer's Agent* is **Fully empowered to act on behalf of the Employer for the services covered by the contract.**

X13	Performance bond	
X13.1	The amount of the performance bond is	R0.00.
X18	Limitation of liability	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	To be determined at the 2nd stage of procurement
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The cost of correcting the defect (The Total of the Prices).
X18.3	The <i>end of liability date</i> is	To be determined at the 2nd stage of procurement
X20	Key Performance Indicators (not used when Option X12 also applies)	Contract skills Development Goals.
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	N/A
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	4 months
Z	<i>Additional conditions of contract</i>	
	The <i>additional conditions of contract</i> are	
Z1	Obligations in respect of Joint Venture Agreements	

Z1.1

Insert the additional core clause 21.5

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

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

- A brief description of the Contract and the Deliverables;
- The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;
- The constituents' interests;
- A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;
- Details of an internal dispute resolution procedure;

- Written confirmation by all of the constituents:
 - i. of their joint and several liability to the *Employer* to Provide the *services*;
 - ii. proof of separate bank account/s in the name of the joint venture;
 - iii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the *Consultant's* representative;
 - iv. Identification of the roles and responsibilities of the constituents to provide the *services*.

- Financial requirements for the Joint Venture:
 - i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;
 - ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture

Z1.2

Insert additional core clause 21.6

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

Z2 Additional obligations in respect of Termination

Z2.1 The following will be included under core clause 90.1:
 In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and

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

- commenced business rescue proceedings
- repudiated this Contract

Z2.2 *Clause 90.5 is added as an additional clause*
 Where all or part of the Services are suspended for a period of six months or more either party may terminate the Contract by notifying the other.

Z3 Right Reserved by the Employer to Conduct Vetting through SSA

Z3.1 The *Employer* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Consultant* who has access to National Key Points for the following without limitations:

1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.
2. Secret – clearance is based on any information, which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.
3. Top Secret – this clearance is based on information, which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.

Z4 Additional Clause Relating to the Employer's rights to take appropriate action

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Z4.1	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Any declared, exposed or confirmed tender rigging.
Z4.1.1		The <i>Consultant</i> further undertakes: not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract.
Z 4.1.2		To comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z4.1.3		The <i>Consultant's</i> breach of this clause constitutes grounds for terminating the <i>Consultant's</i> obligation to Provide the Services or taking any other action as appropriate against the <i>Consultant</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z4.1.4		If the <i>Consultant</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract forthwith and take any other action as appropriate against the <i>Consultant</i> (including civil or criminal action).
Z4.2	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Politically Exposed Persons including any allegations with regards to State Capture.
Z4.3	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Listing by any State Entity on the National Treasury register of tender defaulters and the National Treasury register of restricted suppliers.
Z5	Protection of Personal Information Act	

Z5.1	The <i>Employer</i> and the <i>Consultant</i> are required to process information obtained for the duration of the Contract in a manner that is aligned to the Protection of Personal Information Act.
Z6	Time
Z6.1	<p>Clause 33.2. is added as an additional clause.</p> <p>The <i>Employer</i> may at any time suspend part or all of the <i>services</i>. As a consequence, if the <i>Consultant</i> is required to demobilise and then remobilise its staff and equipment, the <i>Consultant</i> will be reimbursed at cost. The <i>Consultant</i> will be required to reduce and mitigate all its costs during the period of suspension and will be entitled to compensation only to the extent that it can demonstrate it has incurred costs which were not capable of being mitigated.</p>
Z7	Compensation Events
Z7.1	Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the <i>Consultant</i> .
Z8	Limitation of liability
Z8.1	<p>Add to core clause 82.1 and X18</p> <p>For the avoidance of doubt the parties expressly agree that the total liability of the <i>Consultant</i> to the <i>Employer</i> applies jointly and severally across all organisations comprising of the <i>Consultant</i>.</p>
Z9	Additional clauses relating to cession of rights
Z9.1	The <i>Consultant</i> shall not cede any rights under this contract without the approval of the <i>Employer</i> .
Z9.2	The <i>Employer</i> may on written notice to the <i>Consultant</i> cede and assign its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the <i>Employer</i> .
Z10	Additional clauses relating to interpretation of the law
Z10.1	Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the <i>Employers' Agent</i> or <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an Estoppel or Lien, unless the Parties agree otherwise and confirm such an agreement in writing.

Z11 *Employer’s Step-in rights*

- Z11.1 If the *Consultant* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Employer’s Agent*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any *sub-consultant* or supplier of the *Consultant*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Consultant*.

- Z11.2 The *Consultant* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Consultant* under the contract or otherwise for and/or in connection with any subsequent *works*) and generally does all things required by the *Employers’ Agent* to achieve this end.

Z12 CIDB Contract Skills Development Goals

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Z12.1	The contractor shall achieve in the performance of the contract the <u>Contract Skills Development Goals (CSDG)</u> established in the CIDB Standard for Developing Skills through Infrastructure Contracts (published in GN 43495 of 3 July 2020).
Z12.2	The CSDG for this contract is 7,5% of the hours invoiced and paid under the contract.
Z12.3	Any Task Order, irrespective of whether it is under Option A, E or G, shall contain a breakdown of hours making up the basis of estimate for that Task Order, which will be used as the basis for determining the hours attributable to the CSDG.
Z12.4	Low performance damages for failure to achieve the contracted CSDG shall be applicable at the rate of: $2 \times (\text{Contracted CSDG\%} - \text{Actual CSDG\%}) \times (\text{the highest hourly rate tendered in Schedule A of C2.1}).$
Z12.5	The target of the CSDG will be Work Integrated Learnerships or graduates who are registered as Candidates towards achievement of Professional Registration in the Built Environment, excluding Property Valuers. Transnet reserves the right to second its own staff who fall into these categories, to the <i>consultant</i> , who shall provide the required mentoring.

Z13.

Z13.1

Part one - Data provided by the Employer.

1. There is no contract to be signed at this stage of procurement.
2. Transnet National Ports Authority will use Transnet approved forms of contracts – NEC3 – Professional Services Contract to contract with the successful service provider following a secondary procurement process (from the framework contract list) has been concluded and a tender has been awarded to a successful bidder.
3. The following are basic terms and conditions of the Framework Contract to be applied to all service providers admitted to the framework contract:

Z13.2

Management and Procurement within the Framework Contract

Z13.2.1

1. Terms and Conditions of the Framework Contract

- a) Where applicable equalized or averaged common rates will be used at this stage.
- b) Service Providers' rates, cost parameters or prices must be market related and will be fixed for the 1st year of this framework contract. Rates or prices may be escalated on the anniversary of the framework contract. The escalation will be at the general inflation rate determined by the Statistics SA Publication P0141. The values of rates shall be increased by applying the annual inflation rate, prevailing at the time. Eighty five percent (85% of the rate will be subject to escalation at the CPI index – "Headline Inflation"). Fifteen percent (15%) of the rate will remain fixed.
- c) For work packages that have been issued prior to the anniversary of this framework, but the work continues beyond the anniversary of the framework, only the portion of the work which falls into the next year may be escalated.
- d) For the above escalation (c) to be properly administered, at the beginning of the contract, the service provider must submit a works programme / schedule to the employer, and it must be approved by the representative of the employer for the project. Only that portion of work falling into the following year and defined on the approved program will be subject to escalation.

Z.13.2.2 **Procurement within a Framework Contract**

- a) There shall be not less than three (3) service providers, and not more than fifteen (15) in a framework contract in a Group of disciplines per region.
 - b) Service Providers with compliant submissions and who score highest points in terms of regulations to the Preferential Policy Procurement Framework Act will be considered for inclusion for the appointment unless any other objective criteria are used.
 - c) Where Rates, Percentages or Lump Sums tendered for the Framework are deemed not appropriate to a specific scope of works, Transnet reserves the right to request new rates, percentages or Lump Sums. However, unless circumstances determine otherwise (emergency or urgent cases), these new rates or percentages or Lump Sums shall be obtained in a competitive manner from all Service Providers listed in the relevant Framework.
 - d) All Service Providers to be admitted to the framework contract will have their names published on the TNPA portal and the National Treasury e-tenders portal.
 - e) There will be minimal amendments to the original terms of the framework contract.
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Z.13.2.3 **Principles of the current Framework Contract**

- a) TNPA will always prefer a competitive procurement or quotation procedure within the framework, i.e., invitation of contractors/ consultants/ service providers within a framework contract to submit quotations.
- b) Notwithstanding the above statement, Transnet, in certain circumstances defined by the policy, may utilize a direct selection method. Justification of using a direct selection method, whenever it is selected, must always be in terms of Transnet's policy and have obtained the required approvals.
- c) Rotation of contractors, in the case of clearly defined items or works with fixed (common) rates, may be used.
- d) Selection through ranking of suppliers, in the case of fixed (common) rates, may be used.
- e) Framework contracts shall only be evaluated on substantive compliance, eligibility, price and preference at the next stage of procurement.
- f) Electronic systems may be used to manage the ranking or rotation of contractors in the framework contract.
- g) Unsuccessful contractors/service providers/ consultants will be informed about the award outcomes through the publication of their names on Transnet's tender portal.
- h) The evaluation of framework contract submissions will be done by duly appointed persons or structures of Transnet.
- i) The Accounting Officer or delegated official or structure will approve the award.

Z.13.2.4 **Procurement within the framework contract and turnaround times**

- a) TNPA will use the most economic means to issue procurement documents to framework service providers which will by default be through the Transnet electronic tender portal. Submissions will also, by default, be through the electronic tender portal.
 - b) Contractors in the framework contract must have the capability to provide timeous responses to call offs.
 - c) The tender period for invitation of tenders, Request for Quotations (RFQs) or call offs for firms in a Framework Contract will vary between twelve (12 hours) and up to thirty (30) days, depending on the nature, complexity and/or urgency of services or works.
 - d) Service Providers in the framework contract must ensure that they are capable of responding to TNPA, with their complete submission, within such limited times.
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Z.13.2.5 Use of TNPA's Framework Contracts by another Operational Division of Transnet and/or other Organ of State

- a) TNPA's Framework Contracts may be used by other Transnet Operating Divisions but not by any other Organs of state.
- b) TNPA will avail all relevant information to the Transnet division requesting to utilize TNPA's framework contracts.
- c) Such a request shall be accompanied by an outline of:
 - i) the scope and anticipated quantum of work associated with the services and where such services are required;
 - ii) whether or not the services of only one framework service provider will be required, and if so, the motivation for requiring the services of such service provider; and
 - iii) the benefit to be derived from making use of the framework contract.
- d) The Accounting Officer or Accounting Authority or delegated official within TNPA may approve a request made in terms of the above for another Operating Division of Transnet to utilize TNPA's framework contract, conditionally or unconditionally, if:
 - (i) the framework contract was put in place following a competitive tender process;
 - (ii) confirmation is obtained that the framework contract is suitable for the intended use, and the required goods, services and works fall within the scope of such contract;
 - (iii) the framework contractor agrees in writing to accept an order from that Operating Division;
 - (iv) the Operating Division undertakes to pay the contractor in accordance with the terms and conditions of the agreement; and
 - (v) the term of the framework contract does not expire before the issuing of the required orders.
- e) The service provider in the framework contract may accept his services to be utilised by another operating division of Transnet, if approved by TNPA.

Z.13.2.6 Conduct of those admitted to the Framework Contract

- a) Contractors in the framework contract shall abide by TNPA's policies and code of conduct, and shall:
- maintain the accuracy of the data stored on the framework contract and notify TNPA in writing of:
 - 1) any changes in composition which will change its target group status, if any; and
 - 2) any change in the particulars which disqualifies the contractor from being on the database or in any field of service or supply.
- b) discharge all contractual obligations timeously and in accordance with the provision of the contract.
- c) Any attempt to exploit or influence the operation of the framework contract register by misrepresentation of information used in the admittance to or operation of the register shall be deemed to constitute misconduct.
- d) Repeated declining to submit a quotation or tender or enter into a contract following a nomination may be also regarded as misconduct.

Z.13.2.7 Removal from the Framework Contract

- a) The name of a contractor may be removed from a framework contract at any time if the contractor:
 - i) is no longer in possession of a required registration, permit or license which is essential to the performance of a contract;
 - ii) is under restrictions preventing participating in public sector procurement;
 - iii) fails to discharge all contractual obligations timeously and in accordance with the provisions of the contract;
 - iv) fails to perform satisfactorily after having been informed accordingly;
 - v) ceases to continue to carry on business under that name or form of company the service provider was registered under on the Framework, including where a constituent member(s) of a Joint Venture changes;
 - vi) fails to enter into a contract or execute a task, batch or package order when requested to do so.
 - vii) sub-contracts the whole or any portion of a contract in respect of the framework contract to an enterprise or person whose name does not appear on the framework contract list or was not an approved resource;
 - viii) has not been awarded any business over a period of a year due to non-competitive prices;
 - ix) has requested in writing and approved by TNPA that its name be removed from the framework contract.
 - x) where a contractor is determined as being in the process of being liquidated, or placed into Business Rescue, Transnet reserves the right to remove them from the framework contract.
 - xi) is no longer financially viable; or,
 - xii) is involved in prohibited practices.

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- j) where a director or directors of a contractor is / are determined as being in the process of being sequestered, Transnet reserves the right to remove the contractor from the framework contract.
 - k) where a contractor/service provider/ consultant has subsequently been placed in the National Treasury's list and/or when they have been barred or interdicted to do any work for any organ of state.
 - l) does not adhere to Occupational Health and Safety Act and National Environment related legislation and/or
 - m) any other action or omission which Transnet views as unacceptable, or
 - n) without due cause, fails to submit price offers during the "call off" or secondary procurement stage.
- b) The contractor shall, prior to being removed from a framework contract, be notified of the reason for the TNPA's intention of removing its name from the framework contract.
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C1.2 Contract Data

Part two - Data provided by the *Consultant*.

The tendering consultant is advised to read both the NEC3 Professional Services Contract (April 2013) and the relevant parts of its Guidance Notes (PSC3-GN) to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 151 to 159 of the PSC3 Guidance Notes.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Consultant</i> is (Name): Address Tel No. Fax No.	
22.1	The <i>Consultant's key persons</i> are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	
Info.		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled T2.2-06: Evaluation – Eligibility Criteria
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	
11.2(10)	The following matters will be included in the Risk Register	

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11.2(13)	The <i>staff rates</i> are:	name/designation	Rate To be returned via Schedule B of C2.1
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25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1	To be determined at the 2nd stage of procurement
		2	To be determined at the 2nd stage of procurement
		3	To be determined at the 2nd stage of procurement

31.1	The programme identified in the Contract Data is
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50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item	amount
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A Priced contract with activity schedule

11.2(14)	The <i>activity schedule</i> is in
11.2(18)	The tendered total of the Prices is
(in figures)
(in words),
	excluding VAT

G Term contract

11.2(25)	The <i>task schedule</i> is in
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