



PART 3: SCOPE OF SERVICES

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1 Executive Overview

Transnet National Ports Authority (TNPA) plays a critical role in the logistics business through its eight commercial ports located in the various provinces in South Africa (SA). In order to improve its service offering, TNPA must take continual actions to create the necessary port capacity ahead of demand.

The KZN Logistics Hub (KZN-LH) programme has been created within the TNPA to deliver critical projects in the Durban and Richards Bay ports. Some of the key projects (refer annexure A for the comprehensive project list) within this programme include:

- a. Port of Durban: Proposed new Point Container Terminal, Expansion of the ro-ro terminal, Pier 2 Berth Deepening, Proposed Maydon Wharf Container Terminal, New Dry Dock, Salisbury Island expansion for container, Island View Dig-out, entrance channel expansions
- b. Port of Richards Bay: Proposed New LNG Berth 207, New Navy Base, New Neo Bulk Jetty, Extension of the Chrome jetty, new roads, rail, new bulk services

All projects within the programme will require comprehensive schedules that will assist TNPA with effective planning, efficient project execution & performance monitoring.

In order to meet its tight deadlines for approval of its programme, KZN_LH requires the services of full-time scheduling resources to complete the schedules for all of its projects.

The Consultant shall produce a body of work that complies with the deliverables contained in this document.



2 Description of Works

2.1 The Objective of the Assignment

The primary objective of the Works to provide baseline schedules for all the projects with the KZN_LH Programme.

The Consultant must review, analyse and produce baseline schedules for all of the KZN_LH projects viz:

- i. Basis of schedule report
- ii. Project Gantt charts, and
- iii. Programme Gantt charts
- iv. Scheduling support and updates

2.2 Scope of the Task Order (TO)

The Consultant will be responsible for assessing the TO scope, engage with the relevant internal stakeholders, benchmark schedules for similar project, understand project interdependencies and produce the relevant Gantt Charts. This study is ring-fenced to the KZN_LH projects.

The Consultant shall be responsible for providing and managing the necessary resources and tooling required to carry out all aspects of this TO.

Success of the assignment depends on the Consultants ability to:

- Have adequate experience in development of schedules for the various stages of project life cycle in particular mega projects related to port and marine environment;
- Carefully plan the execution of this TO for completion within **6 MONTHS**;
- Quickly mobilise the necessary resources and 'subject matter experts';
- Identify critical interdependencies, enablers including the required consultation with internal & external stakeholders; and
- Work closely with TNPA for any relevant information, guidance and support.
- Develop the schedule for the various project life cycle phases i.e concept, pre-feasibility, feasibility, execution and closeout.

In addition, for quality purposes, the Consultant shall:

- Review the schedule outputs with 'subject matter experts' for a 'test of reasonability'
- Highlight potential risks associated with **each** of the project schedules'
- Present the schedules to TNPA for review, comments and any required updates prior to submission of the final deliverables
- Manage, maintain and update baseline schedules for the period of the TO



3 Deliverables

The Consultant is required to deliver to the Employer as a minimum the following information:

- a. 'Basis of Schedule' report;
- b. Project Gantt charts for the Durban projects (15 projects) and the Richards Bay projects (19 projects). Refer to Annexure A for project list;
- c. Resource-loaded schedules;
- d. Integrated Programme Gantt charts for KZN logistic hub (integrating the Durban and Richards Bay project) showing interdependencies
- e. Native format submission of the deliverables of all of the Works that is both reports as well as the schedule
- f. Manage, maintain and update baseline schedules for the period of the TO

Note:

- i. The project schedules must be compiled using Primavera P6. Schedules must be developed to level 4 activities
- ii. The Primavera P6 schedules must further be converted to MS Projects for the Employer's alternative use
- iii. All schedules must be submitted to the Employer in a native format

4. Management of the Study

The Consultant will not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of TNPA.

The Consultant will obtain the permission and approval of TNPA before using the details of the contract in any advertising media.

5. The Required Resources

The Consultant's team shall as a minimum comprise the following key staff:

- i. 1x Project Schedule Team Leader
- ii. 1x Project scheduler for Port of Durban
- iii. 1x Project scheduler for Port of Richards Bay



6. Anticipated Timelines for this assignment

The following timelines for the various activities of this **TO** is proposed:

1. Mobilisation and TO inception programme	1 week
2. Reviews, data gathering, consultation	3 week
3. Analysis, development of Gantt Charts	2 months
4. Review of the draft Gantt charts with the Employer and updates	2 weeks
5. Maintenance and the Gantt Charts	2 months
6. Preparation, submission of the final report and demobilisation	2 week

The **TO** will be completed within **6 months** of award. A 2-weekly progress meeting must be held to track progress, manage risks and issues, seek direction and formulate decisions.

7. Contract Change Management

For ease of communication, standard templates shall be used for contract change management. The *Consultant* shall forward all correspondence with respect to contract change management, i.e. early warnings and notifications of compensation events, on the standard templates provided.

Records of Claims, Payments & Assessments of Compensation Events must be kept by the Consultant.

The Consultant shall keep at all times the following records for the Employer's Agent to inspect:

- Records of people and equipment within the working areas
- Records of Sub-consultants appointed by the Consultant

8. Procurement

8.1 Code of Conduct

- The Employer aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with the Employer must understand and support. These are:
 - o The Transnet Detailed Procurement Procedure (DPP);
 - o Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
 - o The Public Finance Management Act (PFMA);
 - o The Broad Based Black Economic Empowerment Act (BBBEE); and The Anti-Corruption Act
 - o This code of conduct has been included in this contract to formally apprise the Consultant of the Employer's expectations regarding behaviour and conduct of its suppliers.
 - o Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices
- The Employer is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As



such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

- The Employer will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.
- The Employer and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of the Employer's employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts (0800 003 056).
- The Employer is firmly committed to the ideas of free and competitive enterprise.
- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
- The Employer does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting)
- The Employer's relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.
- Generally, Suppliers have their own business standards and regulations. Although the Employer cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above;
 - Harassment, intimidation or other aggressive actions towards the Employer employees
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner; and
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects



8.2 Conflicts of Interest, Restraint of Tendering

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

The Consultant shall be precluded from offering any services directly / indirectly to contractors during the bidding and or construction phases of the contract.

Consultant previously involved in the development of the Business Case or design developments shall be precluded from tendering on the above scope of services.

Such as, for example:

- Doing business with family members; and
- Having a financial interest in another company in our industry

9. The Consultant's Invoices

9.1 When the Employer's Agent certifies payment (see NEC PSC Sub-Clause 51.1) following an assessment date, the Consultant complies with the Employer's procedure for invoice submission.

9.2 The invoice must correspond to the Employer's Agent assessment of the amount due to the Consultant as stated in the payment certificate.

9.3 Invoices must be submitted by the 18th day of the month (with costs projected to the 25th of the month).

9.4 The invoice states the following:

- Invoice addressed to Transnet Limited;
- Transnet Limited's VAT No: 4720103177;
- Invoice number;
- Registered name of the Consultant;
- Address (Physical and Postal) of the Consultant;
- The Consultant's VAT Number; and
- The Contract number:

9.5 The invoice contains the supporting detail:

- The amount paid to date;
- Amount for payment (excluding VAT);
- VAT amount;
- Amount for payment (including VAT);
- Any retention monies to be deducted from the invoice;
- Any interest payable;



DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF PROFESSIONAL SERVICE PROVIDER IN THE PORT OF DURBAN AND RICHARDS BAY FOR SCHEDULING SERVICES FOR A PERIOD OF 6 MONTHS

- Escalation formula used where applicable;
- Settlement discount;
- Proof of ownership of Materials supplied;
- A statement is to accompany each invoice
 - The invoice is presented either by post or by hand delivery or via email by the 18th day of the assessment month. Statements must accompany invoices.
 - Invoices submitted by post are addressed to:
Transnet National Ports Authority
Queens Warehouse
237 Mahatma Gandhi Road
Durban
4000
For the attention of the Employers Agent: Rajan Chetty
 - invoices submitted by hand are presented to:
Transnet National Ports Authority
Queens Warehouse
237 Mahatma Gandhi Road
Durban
4000
For the attention of the Employer Agent: **Muziwokuthula Ntuli**
 - ✦ The invoice is presented as an original.
 - ✦ The Consultant ensures that the Employer has his correct banking information to make the electronic payment transfer.
 - ✦ All payments are provisional and subject to audit. The Consultant preserves his records for such a period of time as legislation requires, but in any event not less than five (5) years.
 - ✦ The Employer deducts any amount owed by the Consultant to the Employer from any amount payable by the Employer to the Consultant.



Annexure A: List of Projects

List of KZN-LH Projects for Durban and Richards Bay

Port of Durban Master Plan: Project List



RICHARDS BAY PORT MASTER PLAN: Project List

