

PART C3: THE SCOPE

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C3.1 Scope of services

1 Executive Overview

As a result of the Durban Port Masterplan and the proposed expansion of the container and automotive terminal operations in the Port of Durban, Transnet National Ports Authority (TNPA) are in the process of vacating their current administration offices at Ocean Terminal Building (OTB) in T-Jetty. TNPA administration staff are currently being relocated from OTB to Queens Warehouse, 45 Bay Terrace and other areas in the port. These staff relocations are envisaged to be temporary.

TNPA in the Port of Durban have proposed the development of a new TNPA Administration Building that can accommodate their administration staff in one facility. The B-Berth site in the Port of Durban has been identified for the Administration building. This site is located along Mahatma Gandhi Road and is adjacent the new Passenger Terminal in the Point area.

TNPA therefore require professional architectural, engineering and support services of a professional *Consulting team* to undertake the detailed prefeasibility study for the new Administration Building. The prefeasibility study develops design options and undertake 35% of architecture and engineering design deliverables, as well as provide detailed cost estimates and execution schedule for the next phase of detailed designs and execution of the building aligned to the relevant professional bodies' councils' stages of work.

The TNPA administration building is envisaged to be a landmark for Durban that should enhance tourism in the area. It should promote innovative ideas, the latest technology and offer a sustainable design approach. It is an opportunity for port buildings to enrich and complement the new Passenger Terminal and the other tourist attractions in the Point precinct.

The resolution of the building design should display appropriate themes and imagery that promote Durban, the harbour, our African heritage, showcase and celebrate Durban as the port of entry into South Africa.

2 *Employer's objectives*

The *Employer's* objective is to appoint a professional *Consulting team* to undertake a prefeasibility study and prepare design options for the building to enable the Client to select the best design solution that responds to their User Requirement Specification (URS). The *Consulting team* shall undertake the architectural design, engineering designs and estimating services and provide an innovative, cost-effective, and green design solution for the new TNPA Administration building in Durban that complements the Passenger Terminal.

This Consulting service shall include 35% of design deliverables, 3-D artistic impressions, cost estimates, execution schedule of the building options and a comprehensive report of a cost effective and resource efficient engineered design solution, to accommodate TNPA requirements as detailed in the User Requirement Specifications (Annexure A) in a building that is modern, fit-for-purpose and a place that promotes a healthy and happy indoor environment for the occupants. The building should maximise and take advantage of views of the port, beaches, and the city.

This administration building shall include parking for staff and visitors, offices, meeting areas, staff facilities and appropriate landscaping.

3 Engineering and the *Consultant's* design

3.1 *Employer's* design

3.1.1 The Employer shall share previous Site Information, Environmental Authorization Reports, Traffic Impact Assessment and Geotechnical Reports.

3.2 *Consultant's* preliminary design scope

3.2.1 The *Consultant* shall perform the following tasks:

- Assemble a multidisciplinary professional team that have the necessary skills and expertise to undertake the *Works*.
- Conduct and document a detailed condition assessment of the proposed site at B Berth.
- Conduct micro and macro site analysis, including environmental study and report
- Identify stakeholders, necessary approval bodies (national, provincial, and local)
- Review available information such as geotechnical report, environmental authorization reports, traffic impact assessment, site survey and service connections (water, stormwater, power, sewer)
- Assess and analysis of the traffic impacts
- Liaise with the eThekweni Municipality regarding local authority requirements and restrictions, including requirements for solid waste management
- Report on the findings and impacts of local authority impacts
- Liaise with TNPA Corporate Affairs, TNPA corporate identity, Information and Communications Technology (ICT), TNPA Harbour Master in relation to the navigation requirement equipment requirements, TNPA Security regarding an integrated approach to connectivity, access control and monitoring etc.
- Investigate and detail design options to fulfil TNPA accommodation requirements
- Prepare and present concept layouts (Architectural work stages 1 to 2) Inception, Concept and Viability

- Prepare and present preliminary designs to 35% of architecture and engineering for at least three building design alternatives and options, with necessary design documentation and approvals for this architectural stage of work stage 3, i.e., Design Development
- Document design options for the structural engineering, civil services, Electrical Lighting, and power (ELP) service, Mechanical services (Fire, Water, HVAC, Vertical circulation)
- Prepare mass models and cost estimates
- Prepare site development plans including bulk services per option
- Detail the reticulation of services in the building, which include service ducts, ceiling voids, plant rooms and space requirements
- Occupational health and safety considerations and response
- Prepare layouts of all floors, sections, and elevations for each option/ alternative.
- Furniture layouts to be shown on all layouts to clearly indicate staff numbers, parking, and accommodation
- Prepare three-dimensional (3-D) views, artistic impressions, and walk-throughs for both interiors and exterior of the administration building
- Document the options for the proposed theming and imagery for the building
- Conduct quantitative and qualitative risk assessment
- Provide a recommendation on the preferred design option
- Provide a detailed Prefeasibility Design Report incorporating each discipline design response, including but not limited to, civil services, water, stormwater, fire protection and detection, ventilation, the aspects of environmental impacts, sustainability and green building considerations that are addressed during the development phase
- Prepare a detailed scope of work for the next phase including cost reports incorporating the cost estimate for building and services, and basis of estimate
- Prepare indicative programme for the next phase and execution phase.
- Coordinate, schedule and ensure regular project feedback sessions, design meetings and or design workshops with the project team, stakeholders, client/ and client representatives.

3.2.2 The *Employer* or *Employer's Agent* will issue to a successful *Consultant* proposed preliminary report template suggesting minimum requirements to be met by the *Consultant* when preparing a preliminary study report.

3.3 *Consultant's Deliverables*

3.3.1 The *Consultant* will be expected to submit the following deliverables as part of the preliminary study:

- A comprehensive Prefeasibility Study Report
- Validated User Requirement Specification and Design Criteria (URS), approved by client
- Stakeholder register, highlighting approval bodies and roles
- As-built information review, survey, documentation and investigations
- Macro and Micro site analysis report including condition assessment, local authority requirements
- Design Criteria report per discipline, identifying options to be studied, approved by client
- Preliminary engineering design reports including all design calculations
- Mass Models and cost estimates
- Environmental Authorization Report – review Annexure B
- Geotechnical Report - review Annexure C
- Concept and prefeasibility study
- Concept design layouts and views of all options (plans, sections elevations) showing alignment to the URS
- Report Review by peers, design team and client/s
- Cost Estimates
- Concept design review by design team, peers, and client's team
- DESIGN DEVELOPMENT
- Preliminary Risk Assessment Report
- Preliminary design drawings of a minimum of three (3) options (all floor plans, sections and all elevations)
- Design Development of all options modelled in 3-D, with site plans, floor plans, sections and elevations
- Design Development Review by peers, design team and project team and client/s
- Floor plans must indicate furniture layouts and staff numbers aligned to the URS.
- 3-D artistic impressions, video of context, approach, exterior and walk-throughs for each alternative / and option
- Design Development scope of work per option per discipline
- Elemental specifications
- Squad check and drawing corrections
- Drawings checked and signed off by professional (Pr.)
- MCA
- Prepare Multi-Criteria Analysis (MCA) for the evaluation of options
- Undertake an MCA workshop
- Document results of MCA
- RISK
- Qualitative and initial Quantitative Risk Assessment

- COST
- Cost Report incorporating the cost estimates and basis of estimate of all options
- PROGRAMME / SCHEDULE
- Prepare indicative programme for the next phase and execution phase
- The schedule must include but not limited to, design development, construction drawings, any approvals, reviews, preparation of tender documentation, Bills of Quantity (BOQ) works information, construction, close out and hand-over
- Refer to Section 7.4.
- Detailed scope of work for the next phase (detailed engineering design and build execution strategy)
- Executive PowerPoint presentation of the prefeasibility study and recommendations
- Site development plan of recommended options
- Approval of the Site Development Plan by the recognized approval bodies including client and municipality
- RECORDS
- An index of all design, drawing, documents, revisions; and with formats
- All information to be submitted in native format and PDF.
- Artistic impressions should be submitted in Jpeg and M-Jpeg.
- Records of design coordination, design reviews and squad checks
- Minutes of regular project design meetings and project team workshops
- Refer to Section 7.5.

3.4 Procedure for Submission and acceptance of *Consultant's* documentation

- 3.4.1 The *Consultant* documentation shall be issued to the *Employer* or *Employer's Agent* under cover of the *Consultant* Transmittal Note, including complete Contract references (i.e., Project No, Contract No, etc.) as well as the *Consultant's* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation. The formats of the *Consultant* data to be submitted shall be in accordance with the project procedure as accepted by the *Employer* or *Employer's Agent*.
- 3.4.2 The *Consultant* shall deliver both hard copies (full size) and electronic media copies (USB) to the *Employer* or *Employer's Agent* at the address stated within the Contract Data.
- 3.4.3 All electronic documentation shall be submitted by the *Consultant* in Adobe Acrobat (.pdf) and Native file format which complies with the *Employer's* requirements for engineering

drawings and other design models.

- 3.4.4 Acceptance of documentation by the *Employer* or *Employer's Agent* will in no way relieve the *Consultant* of his responsibility for the correctness of information, or conformance with his obligation to provide the *works*. This obligation rests solely with the *Consultant*.
- 3.4.5 After review, a copy of the original reviewed/marked-up drawing/document, with the *Employer's* consolidated comments and document status marked on the *Consultant* Review Label, is scanned and the hard copy shall be returned to the *Consultant* under cover of the project's Transmittal Note for revision or re-submittal as instructed.
- 3.4.6 The *Consultant* shall allow the *Employer* or *Employer's Agent* two (2) weeks to review and respond to the *Consultant's* submission of their documentation, i.e. from time of receipt by the *Employer* or *Employer's Agent* to the time of dispatch.
- 3.4.7 On receipt of the reviewed documentation, the *Consultant* shall make necessary modifications requested/marked-up and resubmit the revised documentation to the *Employer* or *Employer's Agent* within two (2) weeks. Queries regarding comments/changes should be raised with the *Employer* or *Employer's Agent* prior to re-submittal.
- 3.4.8 Any re-submittals, which have not included the changes/comments identified, will be returned to the *Consultant* for corrections. The *Consultant* shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within two (2) working days of receipt of the marked-up document (unless otherwise agreed to in writing with the *Employer* or *Employer's Agent*).

3.5 Use of *Consultant's* Documentation

- 3.5.1 The *Consultant* grants the *Employer* or *Employer's Agent* a licence to use the copyright in all design data or any documentation presented to the *Employer* or *Employer's Agent* in relation to the Services for any purpose in connection with the design development, construction, re-construction, refurbishment, repair, maintenance, and extension of the *works* with such licence being capable of transfer to any third party without the consent of the *Consultant*. The *Consultant* vests in the *Employer* full title guarantee in the intellectual property and copyright in the design data or any documentation created in relation to the Services.

3.6 ***Consultant* Documentation Standards for Submission**

- 3.6.1 In undertaking the 'Services' all documentation and data prepared and submitted by the *Consultant* shall conform and adhere to the requirements of the *Employer* which will be issued to the *Consultant* upon Contract Award in electronic 'native' format under cover of the Project Transmittal Note.
- 3.6.2 Each supplier of documentation and data to the project is responsible for ensuring that all documentation and data submitted conforms to the Project Standards and data Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Data not meeting the Project Standards and data Quality requirements will be cause for rejection and returned to the *Consultant* for corrective action and re-submission.
- 3.6.3 Should any change be made to documentation or data, which has already been submitted to the *Employer* or *Employer's Agent*, then new or revised documentation or data shall be issued to replace the outdated information.
- 3.6.4 It is the responsibility of all Project Participants undertaking work on the Project to ensure they obtain and comply with the relevant requirements to suit their deliverables and Scope of Work.
- 3.6.5 The *Consultant* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation.
- 3.6.6 Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, at all times, the latest version of virus protection software and up-to-date virus definitions.
- 3.6.7 The *Consultant* shall be responsible for the supply of all Sub-Supplier/Manufacturer, etc. documentation and data related to their package of work, and shall ensure that these Sub-Suppliers have the capability to supply the necessary documentation and data in the required time-frame and quality as outlined in the specified standards prior to awarding sub-orders.

3.6.8 The required format of documentation and data shall as a minimum be as follows: -

- Hard Copy (full size);
- PDF; and
- JPEG
- 'Native' file format

3.6.9 The *Consultant* shall apply "wet signatures" to the original Documentation before scanning the signed original and prior to formal submission to the Project.

3.6.10 Final issues of all documentation shall be supplied to the Project in "wet signature" format along with the associated corresponding electronic 'native files' and PDF renditions.

3.6.11 The *Consultant* shall ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Project.

3.6.12 The *Consultant* shall retain copies of all documentation issued in connection with the Project for a minimum period of five years after the completion of the Construction Phase of the Project.

4 Governing Codes, Standards and Specifications

4.1 Reference Specifications and Standards

4.1.1 The latest revision of any Specification referred to in this specification, shall be applicable.

4.1.2 In addition to the specifications, the Project will comply with the following relevant Acts and Regulations as listed below:

- Occupational Health and Safety Act 85 of 1993.
- The S.A. National Building Regulations and Building Standards Act. (Act 103 of 1977);
- South African National Standards and Codes of Practice;
- The local, provincial or S.A. Government laws in force at the time;
- Any other Regulations or Standards that the *Consultant* deems necessary for the Project
- Acts of the relevant professional bodies (SACAP, ECSA, SACQSP)

4.1.3 The SI ("Le Systeme International d' Unites") – Metric System of Units shall apply. Refer to SANS – M33A: The International Metric System: Guide to the use of the SI in South Africa.

4.1.4 The specifications given below are to be used as a guideline and it is the responsibility of the *Consultant* to ensure compliance with all applicable regulations, statutory requirements and national/international codes, standards and specifications.

5 Documents and Drawings

5.1 Drawings and Documents Issued by the *Employer*

Table 1: List of Drawings

Drawing Number	Drawing Title
DH62-A-6137	Agreement Plan
DH62-I-908	New Steel Palisade Security Fence (Services at AB Berths)
DH62-B-901	Cross-Section Through Quay Wall
DH62-D-503	Proposed Cruise Terminal Development Zone (and New Administration Building)

6 Site Services and Construction Constraints

6.1 Information to be obtained from site

6.1.1 The *Consultant* shall acquaint himself with the nature of the site, the conditions under which the site works are to be performed, and the means of access to the site and, in general, with all matters that may influence or affect the *Consultant's* ability to provide the Services.

6.1.2 The *Consultant* shall be deemed to have allowed in their tender for any additional cost that may be incurred due to the foregoing as no claims for any extras in connection with the position or nature of the work will be considered.

6.2 *Employer's* site entry and security control, permits and site regulations

6.2.1 The *Consultant* shall comply with the *Employer's* Site entry and security control, permits, site regulations and all Port rules.

6.2.2 The *Consultant* shall take out temporary entry permits for all staff working within the harbour. All costs incurred shall be borne by the *Consultant* or his staff. All associated costs shall be borne by the *Consultant*. Management of access and permit application will be managed by

the *Consultant*.

6.3 People restrictions on Site; hours of work, conduct and records:

- 6.3.1 The *Consultant* complies with the following hours of work for his people (including sub-*Consultants*) employed on site:
- 6.3.2 The contractual working week shall be five (5) days. The working hours shall be in accordance with the requirements of the Department of Labour or with the agreement of the relevant trade unions.
- 6.3.3 The *Consultant* shall keep daily records of his people engaged on the Project (including any Sub-*Consultants*) with access to such daily records available for inspection by the *Employer* or *Employer's Agent* at all reasonable times.

6.4 Facilities and equipment to be provided by the Employer

- 6.4.1 No facilities or equipment or software are provided by the *Employer*. The *Consultant* may however, make arrangements with the *Employers Agent* or *Others* to make use of meeting room facilities and other resources.

7 Management and start up

7.1 Documentation Control

- 7.1.1 In undertaking the works (including all incidental services required), the *Consultant* shall conform and adhere to the Document Requirements as stipulated in this section.
- 7.1.2 The *Consultant* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation.
- 7.1.3 All documentation requirements for the works will be dealt with in accordance with TNPA document system extracted from the Standard Project Protocol document (SPP).
- 7.1.4 All project related incoming and outgoing e-mails, faxes, letters, documents and drawings shall be copied to the Document Controller *Employer* and *Employer's Agent*. The Document Controller shall allocate a reference and sequence number, and file the documents electronically within 48 hours of receipt.
- 7.1.5 Drawings shall be issued as per *Employer's* requirements to Documentation Control. Document Controller shall register drawings and issue with an electronic document transmittal.
- 7.1.6 All project related incoming and outgoing correspondence (internal Origin) shall be sent to Documentation Control for date stamping and distribution as per the *Employer's* requirements. This shall exclude e-mails.
- 7.1.7 All incoming documents (external origin) shall be forwarded to the Documentation Control for scanning, filing, including reference, sequential number allocation and registration.
- 7.1.8 Outgoing documents of external origin shall be forwarded to the Documentation Control with the Request Instruction Forms. The Document Controller shall register the documents and issue a transmittal note.

- 7.1.9 All contracts correspondence is issued through Document Controller. All hard copy communication will be delivered to the *Employer* via the Document Controller or *Employer's Agent*. In the event of urgent communication, electronic communication can be transmitted to the Document Controller and *Employer* or *Employer's Agent* copied in.

7.2 Health & Safety Requirements

- 7.2.1 The *Consultant* shall comply with the Health and Safety requirements contained in the the Transnet National Ports Authority Health and Safety Specifications and Procedural Compliance with the Occupational Health and Safety Act and Applicable Regulations' to this Scope of Service.
- 7.2.2 The *Consultant* shall comply with all applicable legislation, regulations issued 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.
- 7.2.3 The *Consultant* will be required to submit particulars of his Health and Safety Programme within 1 (one) week of award of contract. Particular requirements of the *Employer*, if any, will be made known on award of the contract.
- 7.2.4 The *Consultant* shall, in particular, comply with the following Act:
- The Compensation for Occupational Injuries and Diseases Act, no.130 of 1993. The *Consultant* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act and submit with his tender.
 - Act 85 of 1993, Occupational Health and Safety Act.
 - The Provisional Ordinances and Local Authority, by-laws and all relevant regulations framed there under.
 - The *Consultant* and his employees shall have valid safety inductions when accessing the site. Copies of which shall be included in the *Consultant's* safety file. This will be at a time and location Transnet will arrange. The *Consultant* must allow for this in his pricing.
 - 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.

7.3 Environmental constraints and management

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

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

7.3.3 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

7.3.4 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.

7.4 Programming Constraints

7.4.1 The *Consultant's* programme shall correspond with the *Employer's* objectives as stipulated in the relevant sections of the *Employer's* Scope of Service inclusive of all sheets listed in the Annexures and shall be in line with the overall Scope of *Services*, specifications and any other documentation as annexed to this contract.

7.4.2 In planning the services, the *Consultant's* shall clearly identify the activities durations and the associated resources.

7.4.3 The *Consultant's* programme shall comply with the stipulations of the relevant sections of the *Employer's* Scope of Service, which details the minimum Health & Safety constraints as imposed on the provision of the *services*.

7.4.4 The *Consultant's* programme shall comply with the stipulations of the relevant sections of the *Employer's* Scope of Service, which details the minimum Quality constraints as imposed on the provision of the *services*.

7.4.5 The *Consultant's* programme shall comply with the stipulations of the relevant sections of the *Employer's* Scope of Service, which details the minimum Environmental constraints as imposed on the provision of the *services*.

7.4.6 The *Consultant* includes any reasonable foreseen and unforeseen constraints, assumptions and conditions which may arise in line with the overall scope as outlined and the *Employer's* Scope of Service.

- 7.4.7 The *Consultant* uses the latest version of Microsoft Project for his programme submissions, with the use of alternative but similar software package being employed only upon the written approval of the *Employer* or *Employer's Agent*.
- 7.4.8 The *Consultant's* first programme submitted for acceptance shall be developed and decomposed such that it is an accurate and robust forecast of the services to be undertaken. This shall be undertaken during the pre-contract negotiation period and no later than the date stipulated under Contract Data Part One.
- 7.4.9 The *Consultant* shall take due cognisance of the period for reply as stated in the Contract Data.
- 7.4.10 The *Consultant* complies with the *Employer's* dates as stipulated within the Contract Data when he submits his first programme for acceptance and all other subsequent programme submissions.
- 7.4.11 The *Consultant* presents his first programme and all subsequently revised programmes (see NEC3 PSC Clauses 31.2 and 32.1) in hard copy and soft copy format; with the programme model being a Level 4 project programme.
- 7.4.12 The *Consultant* shows on his programme submitted for acceptance and/or accepted programme and all subsequently revised programmes or programme submissions, showing the critical path or paths and all necessary logic diagrams demonstrating the sequence.
- 7.4.13 The *Consultant's* programme shows duration of operations in working days as per the stipulated definition of the work days and hours as in the *Employer's* Scope of Service.
- 7.4.14 The *Consultant* attends, participates in and makes a meaningful contribution to, planning initiation & set-up meetings held during the pre-contract negotiation period and at weekly intervals during the contract period. The *Employer* or *Employer's Agent* shall define the tools, processes, procedures as well as methodologies for calculating, measuring and tracking progress. It is the *Consultant's* obligation in this regard to employ the aforementioned in the monitoring and management of performance against the performance measurement baseline and measurement of progress.

7.4.15 The *Consultant's* programme shows the following levels:

7.4.15.1 **Level 1 Master Programme** – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing, snagging, commissioning and Completion.

7.4.15.2 **Level 2 Project Programme** – summary programmes 'rolled up' from Level 3 Project Programme described below.

7.4.15.3 **Level 3 Project Programme** – detailed programmes generated to demonstrate all operations identified in the programme from the starting date to Completion.

7.4.15.4 **Level 4 Project Programme** – detailed discipline level programme decomposed to appropriate levels of detail in order to accurately substantiate activity scope and activity duration estimates; developed and maintained by the *Consultant* relating to all operations identified on the programme representing the daily activities by each discipline, with activities and operations adequately decomposed in order to accurately represent the effort required to execute activity/operation and support accurate duration estimates.

7.4.16 A Basis of Programme document shall be prepared by the *Consultant* at intervals as approved by the *Employer/ Employer's Agent* accompanying the latest programme submitted for acceptance and detailing but not limited to the following minimum requirements:

7.4.16.1 An overview of assumptions, constraints, specific and quantified resource allocations, productivity assumptions and basis of calculation, identification and justification of general scheduling provisions such as calendars and working times, lags, date constraints, activity durations longer than one reporting period, etc. Description of network logic and sequencing, in line with practical changes that have taken place on site/off site within the current reporting period, including changes in previous assumptions, which impact sequencing or logic.

7.4.16.2 Description of general approach to execute the Scope of Service and proposed impact of and changes thereto.

7.4.16.3 Description of approach to allocation, use and management of all resources

dedicated to the project, proposed impact of, and changes thereto.

- 7.4.16.4 Description of and trend analysis of critical risks as identified through programme risk analysis and included in programme contingency and or Time Risk Allowance provisions.
- 7.4.16.5 Discussion regarding the basis, method of calculation and validity of the critical path and near critical paths, (interrogate longest path and total float as contained in the programme for accuracy and validity) and comparison to conditions of criticality practically observed on site.
- 7.4.16.6 Reporting on change management, i.e. identify and record any deviations/changes that have taken place within the previous reporting cycle, and their resultant impact on the remaining works and as identified and highlighted in the current revision of the programme for acceptance.
- 7.4.16.7 Identification of critical activities, as well as near critical activities and undertake trend analysis on such activities with the aim of identify any deviations from planned performance.
- 7.4.16.8 Identification of any recovery and or mitigation action required in order to neutralise any deviations.

7.5 Reporting and Monitoring

7.5.1 The *Consultant* reports to the *Employer* or *Employer's Agent* at intervals suitably agreed.

7.5.2 *Consultant* attends meetings as included but not limited to those detailed within the *Employer's Scope of Service*. Regular meetings of a general nature may be convened and chaired by the *Employer* or *Employer's Agent* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick-off meetings	Once off after contract award	<i>Employer's</i> Offices	<i>Employer, Employer's Agent, Supervisor, Consultant</i> and appropriate key persons
Risk Reduction register	Weekly on (or as & when required)	<i>Employer's</i> Offices and or online	<i>Employer, Employer's Agent, Supervisor, Consultant</i> and appropriate key persons

Overall contract progress and feedback	Every two weeks	<i>Employer's</i> Offices	<i>Employer, Employer's Agent, Supervisor, Consultant</i> and appropriate key persons
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- 7.5.3 Meetings of a specialist nature may be convened as specified elsewhere in this Scope of Services or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the Works. Records of these meetings are to be submitted to the *Employer* or *Employer's Agent* by the person convening the meeting within five (5) days of the meeting.
- 7.5.4 All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the conditions of contract to carry out such actions or instructions.
- 7.5.5 The *Consultant* attends management meetings at the *Employer* or *Employer's Agent* request as and when required.
- 7.5.6 The *Consultant* submits programme narrative report to the *Employer* or *Employer's Agent* at fortnightly intervals as well as daily status/target sheets detailing planned/targeted activities and actuals at daily intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One. The *Consultant* also submits fortnightly expediting report detailing progress of all operations off site and monthly programme narrative report to *Employer* or *Employer's Agent*.
- 7.5.7 The *Consultant* completes an assessment of all activities in progress on and off site and determines percentage complete, forecasted completion dates, deviations from the Accepted Programme/and or the latest programme submitted for acceptance; and proposes remedial actions to rectify deviations.
- 7.5.8 The *Consultant's* bi-weekly project progress report (narrative report) includes but is not limited to:
- The Level 4 integrated project programme
 - 2-week Look Ahead Programme showing planned progress for the coming 2 week period, potential delays/deviations and proposed mitigating action for each activity in question
 - Manpower Histogram – reflecting actual, forecasted and planned activities
 - S-curves – reflecting the actual physical percentage complete versus the planned physical percentage for the overall contract

- Identification critical activities, progress and any deviations from planned performance with recovery plans as required

7.5.9 Based on the latest Accepted Programme or the latest programme submitted to the *Employer* or *Employer's Agent* for acceptance, the *Consultant* is to complete a monthly programme narrative report, submitted a week before the last Friday of each month, or as required by the *Employer* or *Employer's Agent*. The report shall indicate "progress this period" and "progress to date" and shall include, but is not limited to the following:

- Summary of progress achieved during the reporting period
- Latest Accepted Programme and/or latest programme submitted for acceptance
- Deviations from the current Accepted Programme and/or latest programme submitted for acceptance and or the performance measurement baseline as included under the Contract Data; as well as associated action plans/ recovery plans to rectify deviations
- Project milestones table – planned versus actual and forecasted completion
- Manpower histograms, including a control spreadsheet or similar approved tool, detailing specific current and future over-allocation and/or conflicts in allocation and usage of resources.
- S-curves of overall progress
- Critical action items list (top 10)

7.6 Other Conditions

7.6.1 The *Consultant* shall comply with the specific provisions of Clause 22.1 of the conditions of contract (NEC3 PSC) when replacing any key persons previously appointed in line with the provisions of this contract. All persons proposed in line with the aforementioned procedure are to be subjected to an interview and assessment process conducted by the *Employer* or *Employer's Agent* (including other specialists nominated by the *Employer*). It shall be the *Employer's* unfettered right to conduct such assessment process as he deems appropriate. Any replacement of a key person is subject to the *Employer's* express acceptance in writing.

7.6.2 It shall be the *Employer's* unfettered right to exercise the provisions of Clause 22.2, where deemed necessary in order to meet the *Employer's* objectives as stipulated in clause 2 above.

7.6.3 When demonstrating entitlement to a change to the Completion Date(s), the *Consultant* must take cognisance of the requirements of the conditions of contract (NEC3 PSC), specifically core Clauses 62 and 63 and all relevant clauses; that is, the *Consultant* must demonstrate the impact of the compensation event on the remaining work at the specific point in time the compensation event started to occur.

7.7 Quality assurance requirements

- 7.7.1 The *Consultant* has a well-organized quality control and assurance system based on ISO 9000 Series (or equivalent acceptable to the *Employer*) to assure that Services, including subcontracted Services, comply with the Scope.
- 7.7.2 Within the period stated in the Contact Data, the *Consultant* submits his complete quality control and assurance system (with all quality control and assurance procedures and manuals) for review and acceptance by the *Employer* or *Employer's Agent*. The manual includes pro-forma checklists for all requirements of the Consultants quality control and assurance program and those called for in the Scope.
- 7.7.3 Acceptance by the *Employer* or *Employer's Agent* of the *Consultant's* quality assurance programme, quality plans and/or inspection and/or test plans, or of those- of his Subcontractors will not relieve the Consultant of his obligation to provide services that meet the requirements of the Contract.

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

- 7.8.1 The *Consultant* shall ensure that competent, experienced and dependable resources are available for the full duration of the contract. Every effort must be exercised by the *Consultant* to minimise the replacement of key persons in order to ensure continuity and efficiency in providing the Service.
- 7.8.2 The incumbents below shall demonstrate that she/he has developed the necessary skills, competencies and experience executing the particular task assigned to, and is fully knowledgeable of the associated activities that are relevant to that task.
- 7.8.3 The *Consultant* is required to provide as much evidence as possible to unequivocally demonstrate that the incumbents below completely satisfy these requirements.
- 7.8.4 The *Consultant* shall employ properly qualified and experienced key persons who have developed the necessary skills including and not limited to:

Architect

The architect should be a Professional Architect (Pr. Arch) with the South African Council for the Architectural Profession (SACAP) in terms of the latest Architects Act., with a minimum of 10 years of experience and specific experience in the design of office buildings.

Civil and Structural Engineer

The Engineer shall hold a Bachelor of Science Degree, BSc Eng., B Eng. or B-Tech Eng. In Civil Engineering, registered as a Professional Engineer (Pr. Eng.) or Technologist (Pr. Tech Eng.) in terms of the Engineering Profession Act (Act 46 of 2000) with at least 10 years of experience in the design of.

Electrical Engineer

The Electrical Engineer shall hold a Bachelor of Science Degree, i.e., BSc Eng., B Eng. or B-Tech Eng. in Electrical Engineering, registered as a Professional Engineer (Pr. Eng.) or Technologist (Pr. Tech Eng.) in terms of the Engineering Profession Act (Act 46 of 2000) with at least 5 years of experience in the design of electrical projects.

Mechanical Engineer

The tenderer shall submit certified copies of Qualifications and Professional Registration with Engineering Council of South Africa (ECSA) for the structural Engineer. The tender shall submit a CV for the Mechanical Engineer which shall have at-least 5 years of experience in the design of office building projects.

Planner

Planner should have a minimum of 5 years' experience working in engineering projects undertaking the role of Planner as well as a background (educational or vocational) in one of the built environment disciplines. In addition, experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract, is an added advantage.

Other experienced and professionally registered resources include quantity surveyor, traffic engineer, interior designer, landscaping designer etc.

7.9 Insurance provided by the *Employer*

7.9.1 Procedures for making insurance claims can be obtained from the *Employer*.

7.10 Contract change management

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

8 Procurement

8.1 Code of Conduct

8.1.1 Transnet aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support. These are:

- The Transnet Procurement Procedures Manual (PPM);
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA).
- The Broad Based Black Economic Empowerment Act (B-BBEE); and
- The Anti-Corruption Act.

8.1.2 This code of conduct has been included in this contract to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

8.2 Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organization. As such, our transformation is focused on adopting a performance culture and to adopt behaviour that will enable this transformation.

8.2.1 Transnet will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, 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 Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

8.2.2 Transnet 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.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend (fronting)

8.2.3 Transnet'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 Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, B-BBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

8.3 Conflicts of Interest

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

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

8.4 The *Consultant's* Invoices

8.4.1 When the Employer or Employer's Agent certifies payment (see PSC Clause 51.1) following an assessment date, the Consultant complies with the Employer's procedure for invoice submission. Timing and procedure for submitting invoices will be presented at the kick-off meeting following the contract award.

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

8.4.3 The invoice states the following:

- Invoice addressed to Transnet SOC Ltd.
- Transnet SOC Limited's VAT No: 4720103177; Invoice number.
- The Consultant's VAT Number; and The Contract number
- The invoice contains the supporting detail

8.4.4 Where applicable the invoice contains the following supporting detail:

- A statement of invoices,
- *Employer* for acceptance, the amount paid to date,
- Retention monies to be deducted from the invoice, Interest payable,
- Settlement discount,
- Summary sheet of manning
- Summary of progress covered by invoice

8.4.5 The invoice is presented either by post or by hand delivery.

8.4.6 Invoices submitted by post are addressed to:

Transnet National Port Authority
P O Box 1027
Durban
4001

For the attention of the *Employer*,

Invoices submitted by hand to:
Transnet National Ports Authority
237 Mahatma Gandhi Road, Queens Warehouse Building
Durban
4000

For the attention of the *Employer*,

8.4.7 The invoice is presented as an original.

8.5 People

- 8.5.1 The Employer supports the Government's BBBEE initiatives and prefers that its suppliers have a BBBEE status required by this tender on the balanced scorecard of the Department of Trade and Industry (DTI).
- 8.5.2 If not already accredited, the Employer encourages the Contractor to obtain accreditation by one of the Accreditation Agencies using rating methodologies that are aligned to the most recent DTI Code of Good Practice.
- 8.5.3 The Consultant provides the Employer with his BBBEE Accreditation.

8.6 Preferred sub-Consultants

- 8.6.1 The Consultant shall not appoint or bring Sub-Consultants without the prior approval of the Employer or Employer's Agent, and all Sub-Consultants will be required to conform to the requirements as set out herein as if they were employees of the Consultant.
- 8.6.2 The Consultant shall not deviate from the approved Sub-Consultant's list without prior approval of the Employer or Employer's Agent.
- 8.6.3 The Consultant shall appoint his Sub-Consultants based on the NEC3 PSC agreements, i.e., on the same terms and conditions applicable to the agreement between the Employer and the *Consultant*.
- 8.6.4 The *Consultant* shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any Sub-Consultants.

8.7 Management structures

- 8.7.1 The Contract Data shall indicate who the *Employer* is. The *Employer's Agent* is fully empowered to act on behalf of the *Employer* for the services covered by the *Employer's Scope of Service*.
- 8.7.2 The *Consultant* shall appoint suitably qualified sub-contractors to carry out any construction, investigative and assessment works and shall act as the Principal Agent for the sub-contracted works in terms of the Construction Regulations.

Compiled by:

Signature

Name: Dumisani Mkhize

Designation: Project Manager

Date

Approved By:

Signature

Name: Malefetsane Setaka

Designation: Port Engineer

Date