

## PART C3: SCOPE OF SERVICES

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## GLOSSARY

The definitions listed below apply to this document.

Abbreviations	Definition
AFC	Approved For Construction
ANSI	American National Standards Institute
BBBEE	Broad Based Black Economic Empowerment
BOQ	Bill Of Quantity
BS	British Standards
CBS	Cost Breakdown Structure
CCB	Cost Control Base
CDR	<i>Consultant</i> Documentation Register
CEM	Construction Environmental Management
CIRP	<i>Consultant's</i> Industrial Relations Practitioner
COC	Certificate Of Compliance
DEA	Department of Environmental Affairs
DFFE	Department of Forestry, Fisheries, and the Environment
DoA	Delegation of Authority
DWT	Deadweight Ton
EA	Environmental Authorization
ECSA	Engineering Council of South Africa
EDQP	Engineering And Design Quality Plan
e.g.	For Example,
EIA	Environmental Impact Assessment
EO	Environmental Officer
EMI	Environmental Management Inspector
EPCM	Engineering, Procurement and Construction Management
Etc.	Etcetera
FBS	Facility Breakdown Structure
FEQ	Field Engineering Query
FFC	Final Forecast Cost

Abbreviations	Definition
HAZOP	Hazard And Operability Study
H&S	Health And Safety
ICT	Information And Communications Technology
IDZ	Industrial Development Zone
i.e.,	That Is
IP	Industrial Participation
IR	Industrial Relations
ISO	International Standards Organization
IT	Information Technology
Km	Kilometre/S
kV	Kilovolt
DAC	Divisional Acquisition Council
M	Metre/S
m/s	Metre Per Second
Mtpa	Million Tonnes Per Annum
Native	Original Electronic File Format of Documentation
NBR	National Building Regulations
NCR	Non-Conformance Report
NEC	New Engineering Contract
OHS Act	Occupational Health and Safety Act
PCI	Principal Controlled Insurance
PCS	Process Control System
PCT	Port Container Terminal
PEP	Project Execution Plan
PES	Project Environmental Specifications
PFMA	Public Finance Management Act
PSC	Professional Services Contract
PSP	Private Sector Participation
PMI	Project Manager's Instruction
PPE	Personal Protection Equipment



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2024/11/0002/84527/RFP

DESCRIPTION OF SERVICES: PROVISION FOR DETAILED DESIGN (FEASIBILITY) INCLUDING PROCUREMENT SUPPORT AND CONSTRUCTION MONITORING FOR NEW ADMINISTRATION BUILDING, AT THE PORT OF DURBAN.

Abbreviations	Definition
QA	Quality Assurance
QC	Quality Control
QCP	Quality Control Procedure
RACI	Responsibility, Approval, Consulted and Informed
RAITC	Risk Adjusted Indicative Total Cost
SACAP	South African Council for the Architectural Profession
SANS	South African National Standards
SCADA	Supervisory Control and Data Acquisition
SD	Supplier Development
SHEQ	Safety, Health, Environment and Quality (Management System)
SI	International System of Units (Metric)
SOC	State Owned Company
T	Tonne Or Metric Ton (1,000kg)
Tal	Tonne Axle Load
TEAR	Tender Evaluation and Adjudication Report
TNPA	Transnet National Ports Authority
TPT	Transnet Port Terminals
Transnet	Transnet Soc Ltd
UPS	Uninterrupted Power Supply
URS	User Requirements Specification
VAT	Value Added Tax
vs.	Verses
WBS	Work Breakdown Structure
%	Percentage
3D	Three Dimensional

## 1 BACKGROUND

As part of the Port of Durban Masterplan, which includes the expansion of container and automotive terminal operations, Transnet National Ports Authority (TNPA) employees had to relocate their administrative offices. Employees occupying the Ocean Terminal Building (OTB) and the Durmarine Building at the T-Jetty complex in the Point Precinct were vacated. TNPA's administrative personnel were subsequently relocated to Queens Warehouse, 45 Bay Terrace and various other locations within the port.

Therefore, TNPA has proposed to resuscitate the development and construction of a new administration building to accommodate the Port of Durban administration staff in one facility. The B-Berth site in the Port of Durban has been identified as the site for construction of the new administration building. This site is located along Mahatma Gandhi Road and is adjacent to the New Passenger Terminal in the Point Precinct. TNPA administration building is envisaged to be a landmark for Durban which shall enhance tourism in the area. The building 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 in the interior and exterior facades, which promote Durban, the harbour, our African heritage, showcase and celebrate Durban as the port of entry into South Africa.

In March 2023, TNPA appointed a *Consultant* to undertake a combined stage 1 and 2 prefeasibility study for the new administration building. The prefeasibility study developed the following:

- Three (3) conceptual design options.
- A multistorey administration building of approximately 36,273m<sup>2</sup> with undercover parking, shared areas, and office areas.
- Process design.
- Schedule of required survey and tests.
- Preliminary design.
- Cost estimates for each option.
- Programme for each option for design and build strategy.

The three (3) concepts developed were referred to as The Wave, The Tree, and The Ship. These building options were presented, aligned to the user requirements, reviewed, and presented to the project owner's team and Port of Durban executive committee, and finally measured using a multi-criteria analysis (MCA). This resulted in a preferred option selected which was **The Wave**. Figure 1-1 is schematic representation of "The Wave" building. There are modifications that have been recommended, which should be incorporated within the next stage of the scope of works.



**Figure 1-1: Schematic representation of "The Wave" building.**

## **2 SCOPE OF SERVICES**

### **2.1 Employer's Objective**

The *Employer's* objective is to enter an EPCM Contract with a *Consultant* to further develop the concept design, coordinate the engineering designs, provide detailed engineering design for construction, traffic studies, procurement support to the *Employer*, and to provide construction monitoring as well as traffic management services during execution.

The *Consultant* engineering services will be executed in Task Orders (TO). The *Consultant* provides the services equivalent to stage 3 (TO #1), stage 4 (TO #2), and stages 5 and 6 (TO #3) as per "*Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000, Act No.46 of 2000*", as a minimum requirement but not limited to the following:



## 2.2 Task Order 1 (TO #1) – Feasibility and Detailed Engineering Design

### 2.2.1 *Review, Validate and Analyse Information Provided by the Employer*

Existing information and drawings with respect to the studies previously conducted by the *Employer* will be provided to the successful bidder. This information shall be studied, validated, and used to determine the gap and extent site survey investigations that need to be undertaken to provide a basis for the design for the new administration building. Previous studies that were undertaken by TNPA include the following:

- a) The site geotechnical investigations
- b) The environmental authorisation (still valid)
- c) Traffic impact assessment
- d) The prefeasibility study

The *Consultant* shall review the existing data, interrogate its integrity and accuracy as well as determine the need to access any additional data such as drawings, previous traffic studies, existing geotechnical reports etc. and enquire from the *Employer* whether such additional information does exist and assist in sourcing some information, if not available. The *Consultant* shall undertake an initial assessment, i.e., a desktop assessment of the information provided, which may also include additional data, reports, and studies.

#### **Minimum Deliverable:**

Detailed Concept Review Report shall be prepared by the *Consultant*, which confirms information reviewed, highlights design updates required, gaps that needs to be closed, further tests, surveys, and studies to be conducted, and a list of additional documents that the *Consultant* needs from the *Employer*.

### 2.2.2 *Identify statutory and regulatory requirements.*

The *Consultant* shall identify legislation applicable to this project and advise the *Employer* together with recommendations on how compliance thereto can be incorporated into the project design.

#### **Minimum Deliverable:**

Detailed Compliance Report on how the project design shall comply with statutory and regulatory requirements.

### *2.2.3 Conduct Visual Assessment of the site.*

The *Consultant* shall carry out a comprehensive visual assessment of the project site for the purpose of comparing the previous studies, desktop assessment assumptions against visible reality. The *Consultant* shall assess all drainage, sewerage, slopes, access route, buildings, and all other aspects to ascertain the current overall condition of the site and bulk services connections points.

#### **Minimum Deliverables:**

Detailed Site Condition Assessment Report with findings and recommendations.

### *2.2.4 Detailed Design*

It is a critical requirement that the *Consultant* has a thorough working knowledge of the statutory and legislative requirements, and guidelines, which shall be incorporated in the production of the designs in all their separate phases. In addition, the *Consultant* shall apply any other industry best practice publication that may be appropriate. Furthermore, the *Employer's* philosophy of appropriate standards and cost effectiveness shall always be considered. Henceforth, the various disciplines encompass civil, structural, ICT, mechanical, electrical, architectural, and so forth. The *Consultant* shall conduct the following:

- a) Geotechnical investigations if there are gaps in the existing geotechnical investigation report.
- b) Undertake all land and topographical surveys.
- c) Identify underground services for relocation. This includes manual excavations and ground penetration radar scanning.
- d) Update and develop further the preferred design concept for *Employer* reviews and approval.
- e) Finalise the detailed design and specifications for all disciplines.
- f) Incorporate client's and authorities' detailed requirements into the design.
- g) Prepare design development drawings for all disciplines.
- h) Review of design development drawings with the *Employer*, both electronic and hard copies.
- i) Prepare the full set of construction drawings (approved for construction - AFC) including technical details, schedules, and specifications, for all disciplines.
- j) All drawings to be prepared in line with TNPA Drawings Standards and Templates.
- k) Review and evaluate design, outline specifications and exercise cost control.
- l) Undertake value engineering.
- m) Address sustainability initiatives (water saving, waste management, environmental requirements, energy saving, etc.).
- n) Prepare detailed estimates of project and construction cost.

- o) Submit the necessary design documentation and drawings to local and other authorities for approval.
- p) Conduct traffic studies and submit a Traffic Impact Assessment Report, with all associated supporting documentation including, but not limited to, Traffic Management Plans (TMPs) to the competent authority, namely eThekweni Transport Authority (ETA), as required by the National Land Transport Act 2009 (Act No. 5 of 2009) and obtain approval for the access and exit from the building into Mahatma Gandhi Road.
- q) Carry out complete designs (geometric and pavement) for the proposed entry and exit from the site. Note that the number of lanes configurations to enter and exit will be subject to the recommendations of the Traffic Impact Assessment (TIA).
- r) Carry out complete designs for the provision of the road furniture i.e. signage, guardrails, road markings etc.
- s) Carry out designs for the protection of existing service where required.
- t) Prepare the cost estimate, priced and unpriced bill of quantities inclusive of a basis of estimate report.
- u) Prepare the construction schedule and basis of schedule report.
- v) Prepare the technical specifications (all engineering disciplines).
- w) Prepare bills of quantity (all engineering disciplines).
- x) Prepare the detailed engineering design reports (all engineering disciplines).
- y) Prepare a comprehensive building maintenance strategy to ensure the long-term functionality, safety, and sustainability of the building structure.
- z) Obtain relevant permits and licences for relocation of services, demolition of existing structures and to start construction works.
- aa) Prepare the project execution plan with all relevant supporting monitoring plans for construction (project execution).
- bb) Prepare all documentation and reports for Gate Review process (as per the project lifecycle process defined by the *Employer*).
- cc) Participate in Gate Review process and obtain Gate Review approvals.
- dd) Provide all required documentation in support of TNPA procurement strategy.
- ee) Conduct Socio-Economic Impact study and provide a report.
- ff) Provide input into the execution phase Business Case.
- gg) Chair all design progress monthly meetings.
- hh) Prepare Project Execution Plan.
- ii) Prepare Project Risk Assessment and Management Plan.
- jj) Prepare Quality Management Plan.

**Minimum Deliverables:**

- a) Survey data (land surveys, topographical surveys, etc.) inclusive of a report and relevant drawings.
- b) Updated concept design drawings and presentations (all engineering disciplines).
- c) Design development drawings and presentations (all engineering disciplines).
- d) Approved Traffic Impact Assessment report.
- e) Assumptions and design criteria report (all engineering disciplines).
- f) Design calculations (all engineering disciplines).
- g) Tender and approved for construction drawings (all engineering disciplines).
- h) Priced and unpriced Bills of Quantities in Microsoft Excel format (all engineering disciplines).
- i) Baseline schedule for the remaining stages of the project using Primavera P6 and Basis of Schedule Report.
- j) Socio-Economic Impact Report.
- k) Comprehensive Design Report (all engineering disciplines).
- l) Project Feasibility Report.
- m) Minutes of all design progress meetings.
- n) Project Execution Plan.
- o) Traffic Management Plan.
- p) Project Risk Management Plan.
- q) Quality Management Plan.

**2.3 Task Order 2 (TO #2) – Procurement Support**

The *Consultant* shall provide procurement support to the *Employer* during the procurement stages for the execution of the works. Procurement will be done through TNPA procurement office. As and when required, the support shall include the *Consultant's* involvement in attending briefing sessions, responding to technical queries, attending site clarification visits.

**Minimum Deliverables:**

- a) Responses for the technical queries.
- b) Participation in the whole tender process and provide the support required by the *Employer*.

## 2.4 Task Order 3 (TO #3) - Construction Monitoring and Close-Out

The *Consultant* shall manage, administer, and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works. As a minimum requirement, the *Consultant* shall undertake the following in accordance with stage 5 and stage 6 ECSA Stage guidelines, "*Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000*". Level 4 construction monitoring is required; whereby the *Consultant* shall provide a full-time presence of resources on site.

The scope for TO #3 shall include but not be limited to the following:

- a) Attending and chairing the site handover meeting inclusive of issuing of the site access certificate.
- b) Issue construction documentation in accordance with the documentation register including, in the case of structural engineering, reinforcing bending schedules and detailing, and specifications of structural steel sections and connections.
- c) Carry out contract administration procedures in terms of the contract.
- d) Prepare schedules of predicted cash flow.
- e) Prepare pro-active estimates of proposed variations for client decision-making.
- f) Attend and chair, regular site, technical and progress meetings.
- g) Inspect the works for conformity to contract documentation.
- h) Review the outputs of quality assurance procedures and advise the contractor and client on adequacy and need for additional controls, inspections, and testing.
- i) Adjudicate and resolve financial claims by contractors, inclusive of compensation events.
- j) Assist in the resolution of contractual claims by the contractor inclusive of any adjudication process.
- k) Establish and maintain a financial control system.
- l) Clarify details and descriptions during construction as required.
- m) Prepare valuations for payment certificates to be issued by the principal agent.
- n) Witness and review of all tests and mock-ups carried out on site.
- o) Check and approve contractor drawings for compliance with contract documents.
- p) Update and issue drawings register.
- q) Issue contract instructions as and when required.
- r) Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- s) Inspect the works and issue practical completion and defects lists.
- t) Arranging for the delivery of all test certificates, including any Certificates of Compliance.

- u) Prepare as-built drawings, specifications, and information for issue to the *Employer* in hardcopy, and electronically in native file, and pdf copy.
- v) Prepare a final as-built drawing index for all disciplines.
- w) Environmental Monitoring/Inspection and auditing of the site including the appointment of the Environmental Officer (EO) who will enforce compliance with Project Environmental Specifications and provide an environmental oversight role during construction. The duties of the EO shall as a minimum include the following:
  - i. Liaison with the relevant environmental Competent Authorities.
  - ii. Review and approve site layout plan including any subsequent revisions thereof.
  - iii. Environmental induction of contractor's staff.
  - iv. Generate an inspection checklist prior to construction commencement.
  - v. Review and sign off method statements prepared by contractor.
  - vi. Prepare environmental monitoring protocols/checklists to be used during construction.
  - vii. Prepare monthly conformance audit reports, including sign-off on Monthly Inspection Reports.
  - viii. Conduct monthly observation & inspections of all workplaces based on the approved inspection checklist.
  - ix. Audit conformance to method statements.
  - x. Monitor the contractor's compliance with this SOP and any other environmental requirements relevant to the site.
  - xi. Develop an audit finding and close out register that documents all audit findings, close out actions and the time frame allowed for to close the finding/s.
  - xii. Ensure that all environmental monitoring programmes (sampling, measuring, recording etc. when specified) are carried out according to protocols and schedules.
  - xiii. Measurement of completed work (e.g., areas top soiled, re-vegetated, stabilised etc.).
  - xiv. Attendance at scheduled SHE meetings, as and when required, and project coordination meetings.
  - xv. 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.
  - xvi. Inspect and report on environmental incidents and check corrective action.
  - xvii. Keep a photographic record of all environmental incidents) Environmental incident management as required by Transnet policies and procedures.
  - xviii. Implementation of environmental-related actions arising out of the minutes from scheduled meetings.
  - xix. Management of complaints register.



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- xx. Conduct any environmental incident investigations.
- xxi. Coordinate and/or facilitate any environmental monitoring programmes e.g., EMI Inspections, ECO Audits, Transnet Environmental Assurance Audits etc.
- xxii. Collate information received, including monitoring results into a monthly report that is supported with photographic records X) Report environmental performance of the project monthly through relevant governance channels.

#### **Minimum Deliverables:**

- a) Revised Project Execution Plan.
- b) Revised Traffic Management Plan.
- c) Revised Project Risk Management Plan.
- d) Revised Quality Management Plan.
- e) Revised Schedule on Primavera, P6.
- f) Revised Health and Safety Plan.
- g) Emergency Evacuation Plan.
- h) Construction documentation.
- i) Drawings register.
- j) Record of variations and all minutes of all meetings held and chaired by the *Consultant*.
- k) Contract instructions.
- l) Financial control reports.
- m) Valuations for payment certificates.
- n) Final accounts.
- o) Practical completion and defects list.
- p) All statutory certifications and certificates of compliance.
- q) Operation and maintenance manual.
- r) As-built drawings and documentation.
- s) Contract close out and submission of data packs.
- t) Updated Environmental File.

Note: All documentation and drawings submitted to the *Employer* should be provided in both native and PDF formats.

### 3 AWARD OF THE CONTRACT AND TASK ORDERS

#### 3.1 Award of the Contract

Transnet National Ports Authority (TNPA) will enter an NEC Option G contract for this project with three (3) Task Orders as described in section 2. Each Task Order will be awarded individually to the *Consultant* by the *Employer* as determined at a point in time in the execution phase of the project. It is not necessary that each Task Order will be awarded sequentially, however the award will be determined by the need for the execution of the remaining Task Orders. Transnet has the right to not award TO #2 and TO #3, therefore Transnet will provisionally award TO #2 and TO #3, to retain the services of the *Consultant*.

Note: All Task Orders will be priced upfront in the submission of the bid. The evaluation of the bid is conducted for all Task Orders.

#### 3.2 Employer's Scope of Services

The *Employer* shall provide the following to the *Consultant*:

- a) Access to the site of works
- b) TNPA support staff

### 4 STAKEHOLDER ENGAGEMENTS

The *Consultant* shall identify all authorities and stakeholders (including the Port's terminal operators) who should be consulted about the design and implementation of this project and the degree to which liaison with each is expected. In addition, the *Consultant* shall compile a list of the relevant persons, their capacity to act for such authority or body and their contact details, with whom liaison must take place but shall not commit to any meetings without first engaging the *Employer* to confirm how and when such meetings should be held.

### 5 USE OF *CONSULTANT'S* DESIGN

The *Consultant* grants the *Employer* a licence to use the copyright in all design data presented to the *Employer* in relation to the services for any purpose in connection with the construction, re-construction, refurbishment, repair, maintenance, and extension of the designs 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 created in relation to the services.

## 6 KEY MILESTONE DATES

The following milestone dates in Table 6-1 are given to the *Consultant* to help him plan his designs to fit the planned infrastructure handover date to achieve the project planned completion date. These are provisional dates which are subject to change without financial implications to the *Employer*.

**Table 6-1: Proposed Major Milestones.**

DESCRIPTION	FORECAST START DATE	FORECAST FINISH DATE
<b>TASK ORDER #1 – FEASIBILITY AND DETAILED DESIGN</b>	<b>30 June 2025</b>	<b>22 April 2026</b>
Award Task Order 1 ( <i>Consultant</i> Contract)	30 June 2025	30 June 2025
Preparation of the Engineering Design Development Reports (all disciplines)	01 July 2025	07 November 2025
Engineering Design Development (all disciplines)	29 July 2025	07 November 2025
Approvals (all disciplines)	20 October 2025	07 November 2025
Gate Review Preparation	27 October 2025	15 December 2025
Gate Review Submission, Sitting, Amendments and Approval	06 January 2026	22 April 2026
Feasibility Close Out	10 February 2026	22 April 2026
<b>EXECUTION: BUSINESS CASE APPROVAL</b>	<b>31 March 2025</b>	<b>31 March 2025</b>
<b>TASK ORDER #2 – PROCUREMENT SUPPORT</b>	<b>01 April 2026</b>	<b>17 November 2026</b>
Award Task Order 2 ( <i>Consultant</i> Contract)	01 April 2026	01 April 2026
Preparation of Tender Documents	01 April 2026	04 May 2026
Tender Process (Appointment of <i>Contractor</i> )	05 May 2026	17 November 2026
Award <i>Contractor</i>	18 November 2026	18 November 2026

<b>TASK ORDER 3 (TO #3) – CONSTRUCTION MONITORING AND CLOSE-OUT</b>	<b>18 November 2026</b>	<b>07 July 2028</b>
Award Task Order 3 ( <i>Consultant</i> Contract)	18 November 2026	18 November 2026
SHEQ Documentation and Permit Approvals	18 November 2026	01 February 2027
Construction Works (Construction Monitoring)	02 February 2027	07 July 2028
Project Close-Out Documentation (As-builts for all disciplines)	10 July 2028	08 September 2028

The duration of the Task Orders are as follows:

- a) Task Order 1 (Feasibility and Detailed Design) – 10 months
- b) Task Order 2 (Procurement Support) – 8 months
- c) Task Order 3 (Construction Monitoring and Close-Out) – 20 months

Note: Part C2 (Pricing Data) must be read in conjunction with Part C3 (Scope of Services). All activities in the Task Schedule for the respective Task Orders must be priced for all resources required to complete the works and for the entire duration of the project.

## **7 SITE SERVICES AND CONSTRUCTION CONSTRAINTS**

### **7.1 Information to be Obtained from Site**

- a) The *Consultant* shall acquaint himself with the nature of the construction works, the conditions under which the construction 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.
- b) 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 construction work will be considered.

### **7.2 Employer's Site Entry and Security Control, Permits and Site Regulations**

- a) The Port of Durban is a designated security area under the ISPS requirement, and in terms of this, all access into the Port is strictly controlled.

- b) The *Consultant* shall obtain the TNPA (port) and possible TPT (terminal) entry permits for all the *Consultant's* people working within the Port of Durban in accordance with the access control requirements of the port and the terminal. The *Consultant* is also required to obtain the relevant permits for his *Sub-Consultants* and all suppliers. The *Consultant* is required to make applications for these permits on behalf of his workers, suppliers, and *Sub-Consultants*, and is to nominate a single person to liaise with the relevant port and terminal authorities.

### 7.3 Access Route to Site

Access to Site will be via Mahatma Gandhi Road.

#### 7.3.1 *Hours of Work, Conduct and Records*

- a) Normal working hours are Monday to Friday 08h00 to 16h30.
- b) The *Consultant* shall take cognisance of these conditions in their planning and resource allocation.
- c) The *Consultant* shall keep daily records of his people engaged on the Site and Working Areas (including any *Sub-Consultants*) with access to such daily records available for inspection by the *Employer's Agent*, Project Manager and/or Supervisor at all reasonable times.

#### 7.3.2 *Site Services and Facilities*

- a) The *Employer* provides connection points for the services to the offices and ablution facilities for the *Consultant* for the duration of the construction contract at the site office.
- b) The *Consultant* shall provide their employees with their own computers, internet services and printing services.

#### 7.3.3 *Survey Control and Phasing of the Works*

- a) The *Employer* will provide control points for setting out of the works; however, the *Consultant* will be responsible for verification and acceptance of the setting out information submitted, especially where the design is dependent on the accuracy of the construction activities for the permanent works. This will require the services of a Registered Land Surveyor. Such Surveyor must be registered with the appropriate statutory body such as the South African Geomatics Council.

#### 7.3.4 *Completion, Testing and Correction of Defects*

The work to be done by the completion date of the construction contract:

- b) The *Consultant* shall play a critical role at this stage of the project to ensure that the permanent works are constructed within the design parameters, are defect free and meet all the specified requirements and functionality to enable the Project Manager to issue a Takeover Certificate for phased completion.
- c) The *Consultant* shall also be responsible for the signoff and preparation of the final as-built drawings to facilitate the issuing of the Completion Certificate by the Project Manager.

## 8 MANAGEMENT AND START UP

### 8.1 Documentation Control

- a) In providing the services, all documentation requirements for the services shall be dealt with in accordance with document DOC-STD-0001 – Rev 00 (Documentation Submittal Requirements). The control, maintenance and handling of these documents and drawings, using a suitable document control system, remain the sole responsibility of the *Consultant*.
- b) The *Consultant* Documentation Register (CDR) is as contemplated in DOC-STD-0001 – Rev 00.
- c) All contract correspondence is issued through document control via email or shared file.
- d) 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.
- e) Should any change be made to documentation or data, which has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the outdated information.
- f) 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 Service.
- g) The *Consultant* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure is in place to support the electronic transmission of documentation.
- h) Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to always have the latest generation of virus protection software and up-to-date virus definitions.

- i) The *Consultant* shall be responsible for the supply of all Supplier/Sub-Consultant/ Manufacturer, etc documentation and data related to their package of work and shall ensure that these Suppliers have the capability to supply the necessary documentation and data in the required timeframe and quality as outlined in the specified standards prior to awarding sub-orders.
- j) The required number of copies of documentation and data shall be specified in the 'Consultant Documentation Register' (CDR). The required number of copies shall as a minimum be two (2) (1 x original + 1 x hard copy), with the corresponding PDF and 'Native' file format upon final submission.
- k) The *Consultant* shall apply "wet signatures" to the original Documentation before scanning the signed original and prior to formal submission to the Project.
- l) 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.
- m) The *Consultant* shall ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Scope.

## **8.2 Procedure for Submission and Acceptance of *Consultant* Design/Documentation**

- a) The *Consultant* documentation shall be issued to the *Employer's Agent* under cover of the *Consultant's* Transmittal Note indicating all Contract references (i.e., Project No, Contract No, etc.) as well as the *Employers* Project Document Number, Revision Number, Title, and chronological listing of transmitted documentation. Formats of *Consultant* data submitted is dependent on the project procedure and shall be specified by the *Employer's Agent*, upon the notified request of the *Consultant*.
- b) The *Consultant* shall submit all documentation electronically, except for documentation identified by the *Employers Agent*. The *Consultant* can apply to the *Employers Agent* to have these requirements changed to accept paper copies of documentation and deliver both hard copies and electronic copies (Shared Drive) to the *Employer's Agent* either at the address stated within the Contract Data or at the Project site office.
- c) All electronic documentation shall be submitted by the *Consultant* in Adobe Acrobat (.PDF) and native file format.
- d) Acceptance of documentation by the *Employer's Agent* will in no way relieve the *Consultant* of their responsibility for the correctness of information, or conformance with their obligation to Provide the Services. This obligation rests solely with the *Consultant*.

- e) After review, a copy of the original reviewed/marked-up drawing/document, with the *Employer's Agent's* consolidated comments and document status, shall be returned to the *Consultant* under cover of the project's Transmittal Note for revision or re-submittal as instructed.
- f) The *Consultant* shall allow the *Employer's Agent* two (2) weeks (unless otherwise stated and agreed) to review and respond to the *Consultant's* submission of their documentation, i.e., from time of receipt by the project to the time of despatch.
- g) On receipt of the reviewed documentation the *Consultant* shall make any modifications requested/marked-up and resubmit the revised documentation to the *Employer's Agent* within 2 weeks (unless otherwise stated and agreed). Queries regarding comments/changes should be addressed with the *Employer's Agent* prior to re-submittal.
- h) Any re-submittals, which have not included the changes/comments identified, will be returned to the *Consultant* to be corrected. 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.
- i) In Providing the Services (including all incidental services required), the *Consultant* shall conform and adhere to the Documentation Submittal Requirements.

### 8.3 As-built Drawings, Operating Manuals and Data Packs

The *Consultant* provides the following:

#### 8.3.1 As Built/Final Documentation

- a) In undertaking the works (including all incidental services required), the *Consultant* shall conform and adhere to the requirements of the Documentation Submittal Requirements.
- b) All as-built information to be signed off by *Consultant's* responsible Design Engineer before issuance to the *Employer*.
- c) The *Consultant* will prepare the final As-Built drawings within 14 days of receiving the red line drawings from the Contractor.
- d) The as-built drawings must be provided in PDF format and native file format (AutoCAD, Revit, Civil 3D, etc.).

#### 8.3.2 Installation, Maintenance and Operating Manuals and Data Books

- i. The *Consultant* provides manuals in an A4 hard covered, red, grease and waterproof binder, using 2 ring type binders. The manuals are well indexed and user friendly and include a summarized Table of Contents.

- ii. Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.
- iii. The *Consultant* submits the draft Table of Contents to the *Employer's Agent* for acceptance prior to the compilation and official submittal of the manuals.
- iv. The originals of all brochures shall be issued to the *Employer's Agent*. When a general brochure is applicable to a range of equipment, then the specific item, catalogue number or model number shall be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.
- v. The address, phone numbers, emails and reference numbers of all Sub-Consultants is provided.
- vi. Where manuals include drawings that still need to be revised to "As-Built" status, and such manuals are required prior to 'As-Built' status, the manual will not be in its final form until the "As-Built" version of each such drawing has been incorporated.
- vii. The required number of copies of the manual (s) shall be as specified by the *Employer's Agent* and submitted per type or model number of equipment included in the contract, or as specified by the *Employers Agent*.
- viii. A typical example of what the binder/file (s) shall be marked with on the spine and the front cover is as follows: -
  - o Project Name
  - o Manual Title, e.g., Installation, Maintenance and Operating Manual
  - o Project Number
  - o Manual Numbering (e.g., Volume 1 of 2, etc.)
  - o Contract Number
  - o Consultant Name
- ix. Unless otherwise stated in the CDR, the required number of copies of all As Built/Final/Data Packs shall be:
  - o 2 x hard copies
  - o 1 x Shared Drive with Adobe Acrobat (.pdf) and "Native" formats

## 8.4 Safety and Risk Management - Health and Safety Requirements

- a) The *Consultant* shall comply with the requirements of the Transnet's Project Site Specific Health and Safety Requirements and Procedural Compliance with the Occupational Health and Safety Act and Applicable Regulations.

- b) 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.
- c) The *Consultant* must arrange and participate in a Hazard in Operation (HAZOP) and Construction study (HAZCON) as directed by the Project Manager. The *Consultant* must perform and facilitate HAZOP and HAZON studies using PHA-Pro version 8 or latest and use an industry standard Risk Matrix and send reports for acceptance by Project Manager.
- d) The *Consultant* shall comply with the following:
  - i. 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.
  - ii. Act 85 of 1993, Occupational Health and Safety Act and Construction Regulations.
  - iii. The Provisional Ordinances and Local Authority, by-laws and all relevant regulations framed there under.
  - iv. The *Consultant* and their 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 the *Employer's Agent* will arrange.
  - v. All personnel working on site shall attend the Health and Safety induction course and be in possession of a permit to access the various sites.
  - vi. Accepts full responsibilities of "Duties of Designer" as described under Clause 6, GRN.84 of the Construction Regulations (Act 85 of 1993).

## 8.5 Environmental Constraints and Management

- a) The *Consultant* Provides the Services in accordance with the principles of the National Environmental Management Act, 1998 (Act No. 107 of 1998) but not limited to other applicable regulations as well as acceptable environmental good practices. In addition, the *Consultant* is expected to ensure compliance with all applicable eThekweni Municipal bylaws. The following provides the minimum acceptable standards that shall be adhered to:
  - i. Transnet Integrated Management Systems (TIMS) Commitment Statement – IMS-GRP-GDL-002-1.
  - ii. Construction Environmental Management.
  - iii. TCP-ENV-STD-002 Rev 02 Standard Environmental Specifications (SES).
  - iv. Project Environmental Specifications (PES) comprises:



- Final Integrated Waste Management Approach (dated January 2016).
  - The Climate Change Adaptation Monitoring plan (approved 6/05/2016)
- b) The Project Environmental Specification (PES) extends to the TNPA minimum standards as contained in the following documents:
  - i. TNPA list of approved waste services contractors.
  - ii. TNPA Asbestos Management Plan
- c) The Project Environmental Specification (PES) includes the eThekweni bylaws such as:
  - i. Schedule Trades and Occupations Bylaws.
  - ii. Interim Code relating to fire prevention and flammable liquids and substances.
- d) The above requirements shall be applicable to the *Consultant* and its service providers. The *Consultant* must comply with all the requirements of the CEMP, SES and the PES as mentioned above. The *Consultant* must pay special attention to all PES conditions as authorised. These conditions must strictly be adhered to and shall be monitored by an Independent Environmental Control Officer (ECO) and Environmental Monitoring Committee (EMC).
- e) The *Consultant* will be required to sign the Declaration of Understanding as a commitment to abide with Transnet's Environmental Governance Framework and Project Environmental Specifications.

## 8.6 Quality Assurance Requirements

- a) The *Consultant* shall have, maintain, and demonstrate its use to the *Employer's Agent* the documented Quality Management System to be used in the performance of their services.
- b) The *Consultant's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Employer*) and as a minimum to the requirements of specification TNPA-QUAL-REQ-014.1, General Quality requirements for Suppliers and Contractors.
- c) The *Consultant* submits his Quality Management System documents to the *Employer* to include details of:
  - i. Project Quality Plan (PQP) for the contract
  - ii. Quality Policy
  - iii. Index of Procedures to be used; and
  - iv. A schedule of internal and external audits during the contract
- d) The *Consultant's* PQP includes or references to the quality plans of his Sub-Consultants and Suppliers.

- e) The *Consultant* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.
- f) The *Employer's Agent* indicates those documents required to be submitted for either information, review or acceptance and the *Consultant* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Employer's Agent* responding to documents submitted by the *Consultant* for review or acceptance within the period for reply prior to such documents being used by the *Consultant*.

## 8.7 Planning Constraints

- a) In planning the services, the *Consultant* shall clearly identify the activities durations and the associated resources.
- b) The *Consultant* includes any reasonable foreseen and unforeseen constraints, assumptions and conditions which may arise in line with the overall scope.
- c) The *Consultant's* approach paper submitted with his tender shall align with the Scope of Services, Works Information as per Annexures and returnable documents, Roles, and Responsibilities to satisfy the requirements of the *Employer's* objectives.
- d) The *Consultant* shall take due cognisance of the period for reply as stated in the Contract Data.
- e) The *Consultant* shall make himself fully aware of the stringent environmental constraints imposed on this project. Refer to environmental documentation attached to annexures.

## 8.8 Reporting and Monitoring

- a) The *Consultant* reports to the *Employer's Agent* or his delegated representative at intervals suitably agreed.
- b) Regular meetings of a general nature may be convened and chaired by the *Project Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
<b>Risk registers and compensation events</b>	Weekly or (at shorter intervals if required)	On site/Virtual	<i>Project Manager, Supervisor, Consultant, Contractor, and appropriate key persons</i>

<b>Overall contract progress and feedback</b>	Monthly or bi-weekly (at shorter intervals if required)	On site	<i>Employer, Project Manager, Supervisor, Consultant, Contractor, and appropriate key persons</i>
<b>Technical Meetings</b>	Weekly or (at shorter intervals if required)	On site	<i>Project Manager, Supervisor, Consultant, Contractor, and appropriate key persons</i>

- c) 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 *Project Manager* by the person convening the meeting within five days of the meeting.
- d) 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 conduct such actions or instructions.
- e) The *Consultant* attends management meetings at the *Employer's Agent* request as set out in the table above. At these meetings, the *Contractor* presents all relevant data including safety, health and environmental issues, progress reports, quality plans, Subcontractor management reports, as may be required.

## 8.9 Other Conditions

- a) 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 procedure are to be subjected to an interview and assessment process conducted by the *Employer's Agent* (including other specialists nominated by the *Employer's Agent*). It shall be the *Employer's Agent's* unfettered right to conduct such assessment process as he deems appropriate. Any replacement of a key person is subject to the *Employer's Agent's* express acceptance in writing.
- b) It shall be the *Employer's* and *Employer's Agent's* unfettered right to exercise the provisions of Clause 22.2, where deemed necessary to meet the *Employer's* objectives as stipulated in clause 1.2 above.

- c) 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 under main Option G; 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.

### 8.10 *Consultant's* Key People

- a) 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 to ensure continuity and efficiency in providing the Service.
- b) The *Consultant* shall employ personnel to perform the functions of key persons under Clause 22.1 of the conditions of contract (NEC3 PSC). These appointments shall have the necessary experience and be suitably qualified.
- c) The *Consultant* shall provide an organogram of all his key people (both as required by the *Employer* and as independently stated by the *Consultant* under Contract Data Part Two), including their roles and responsibilities, and whether such key people are authorised to communicate, on behalf of the *Consultant*, with the *Employer's Agent*, NEC3 ECC Supervisor and *Project Manager*.
- d) The *Consultant* shall provide an approach paper clearly identifying their key people, their roles and responsibilities and must ensure that this is aligned to the organogram and communication plan.
- e) The *Consultant* shall employ suitably qualified and experienced key persons who have developed the necessary skills to provide professional technical and construction monitoring services to the project management team including as a minimum but not limited to:

#### PROJECT MANAGER

- An experienced project manager with experience in structural, civil and building infrastructure projects.
- Project Manager must have a minimum of ten (10) years of experience in the management of projects in the built environment.
- This person shall be registered as a Project Management Professional (PMP) with the Project Management Institute, and/or as a Pr. CPM with SACPCMP.

#### PLANNER X 1

- Planner should have a minimum of seven (7) years of experience working in engineering projects undertaking the role of Planner. In addition, experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract, is an added advantage.

#### ARCHITECTURE

- Architect shall be in possession of a Bachelor of Architecture or Master of Architecture; and shall be registered as a Professional Architect with the South African Council for the Architectural Profession (SACAP) in terms of the latest Architects Act.
- The Architect must have a minimum of ten (10) years of experience; specifically in the design and construction of office buildings, but not limited to, design and construction of office buildings engineering projects.
- Architect shall provide training and mentorship to supervision resources (provided by TNPA) to assist in providing the works and shall be employed for the duration of the construction works.

#### STRUCTURAL ENGINEER X 1,

- Structural Engineer shall be in possession of a Bachelor of Science / Engineering / Technology in Civil / Structural Engineering; and registered as a Professional Engineer / Professional Technologist in terms of the Engineering Profession Act (Act 46 of 2000).
- The Structural Engineer must have a minimum of ten (10) years of experience in the civil/structural construction. Geotechnical experience will be an added advantage. The structural engineers' experience is not limited to, design and construction of buildings.
- Structural/Bridge Engineer shall provide training and mentorship to supervision resources (provided by TNPA) to assist in providing the works and shall be employed for the duration of the construction works.

#### CIVIL ENGINEER X 1,

- Civil Engineer shall be in possession of a Bachelor of Science / Engineering / Technology in Civil Engineering; and registered as a Professional Engineer / Professional Technologist in terms of the Engineering Profession Act (Act 46 of 2000).
- The Civil Engineer must have a minimum of ten (10) years of experience in the civil construction. The civil engineers' experience is not limited to, design and construction of buildings.

- Civil Engineer shall provide training and mentorship to supervision resources (provided by TNPA) to assist in providing the works and shall be employed for the duration of the construction works.

#### MECHANICAL ENGINEER X 1,

- Mechanical Engineer shall be in possession of a Bachelor of Science / Engineering / Technology; and registered as a Professional Engineer / Professional Technologist in terms of the Engineering Profession Act (Act 46 of 2000).
- The Mechanical Engineer must have a minimum of ten (10) years of experience in the mechanical services of buildings. The mechanical engineers' experience is not limited to, the design and installation of HVAC systems, water reticulation systems and fire protection systems for high-rise buildings in engineering projects.
- Mechanical Engineer shall provide training and mentorship to supervision resources (provided by TNPA) to assist in providing the works and shall be employed for the duration of the construction works.

#### ELECTRICAL ENGINEER X 1,

- Electrical Engineer shall be in possession of a Bachelor of Science / Engineering / Technology in Electrical Engineering; and registered as a Professional Engineer / Professional Technologist in terms of the Engineering Profession Act (Act 46 of 2000).
- The Electrical Engineer must have a minimum of ten (10) years of experience in the electrical services of buildings. The electrical engineers' experience is not limited to, the design of electrical services for multistorey building projects.
- Electrical Engineer shall provide training and mentorship to supervision resources (provided by TNPA) to assist in providing the works and shall be employed for the duration of the construction works.

#### GEOTECHNICAL ENGINEER

- The service of a Professional Geotechnical Engineer is vital to assess the ground conditions on various activities of the Works.
- The *Consultant* shall procure the services of an experienced Geotechnical Engineer who must be in possession of a Bachelor of Science/Engineering/Technology Degree in Civil /Geotechnical Engineering and registered in terms of the Engineering Profession Act (Act 46 of 2000) with minimum ten (10) years of experience.

- The *Consultant* shall provide training and mentorship to the supervision resources (provided by TNPA) to assist in providing the works and shall be employed for the duration of the construction works.

#### QUANTITY SURVEYOR

- Quantity Surveyor shall be in possession of a Bachelor of Science / Technology in Quantity Surveying; and registered as a Professional Quantity Surveyor (Pr. QS) in terms of Quantity Surveying Profession (SACQSP).
- The Quantity Surveyor must have a minimum of ten (10) years of experience in the civil/structural engineering construction projects. The quantity surveyors' experience is not limited to, design and construction of buildings.
- Quantity Surveyor shall provide training and mentorship to supervision resources (provided by TNPA) to assist in providing the works and shall be employed for the duration of the construction works.

#### LAND SURVEYOR

- Verification and monitoring of survey and setting out activities are critical to the successful completion of the project. Activities shall include, but is not limited to, approving setting out by *Contractor*, monitoring of layer works, verifying as-built data, and general surveys deemed necessary.
- The *Consultant* shall procure the services of qualified and experienced Land Surveyor with minimum ten (10) years of experience. The incumbent shall be registered with the South African Geomatics Council (SAGC) or equivalent.
- The *Consultant* shall provide training and mentorship to the supervision resources (provided by TNPA) to assist in providing the works and shall be employed for the duration of the construction works.

#### NEC SUPERVISOR/RESIDENT ENGINEER X 1,

- The Resident Engineer shall hold a Bachelor of Science / Engineering / Technology in Civil / Structural Engineering, registered as a Professional Engineer in terms of the Engineering Profession Act (Act 46 of 2000) with at least ten (10) years of experience in the building construction environment. It is essential that the incumbent has developed the necessary competencies and experience in all aspects pertinent to the construction works to provide a professional service ensuring project objectives are achieved.

- The Resident Engineer shall provide engineering solutions and guidance to the Engineers and supervision staff and shall be employed on a full-time basis and for the full period of construction works.

The tenderer shall submit certified and valid copies of Qualifications and Professional Registration with legislated statutory bodies. The tender shall submit all CVs for the resources which shall have stipulated years of experience in the design and construction of corporate and administrative high-rise multistorey office building projects.

Note: All key persons required for the project are to be employed on a full-time basis and for the full period of the project (complete duration of all Task Orders).

## 8.11 Contract Management

- a) 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.
- b) Records of time charge, payments & assessments of compensation events to be kept by the *Consultant*.
- c) The *Consultant* shall keep the following records available for the *Employer's Agent* to inspect:
  - i. Records of Sub-Consultants appointed by the *Consultant*.
  - ii. Records of people and equipment within the working areas.
  - iii. Records of equipment used, and people employed outside the Working Areas.

## 8.12 Procurement

### 8.12.1 Code of Conduct

- a) 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:
  - i. The Transnet Detailed Procurement Procedure (DPP).
  - ii. Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive, and cost effective.



- iii. The Public Finance Management Act (PFMA).
  - iv. The Broad Based Black Economic Empowerment Act (BBBEE); and
  - v. The Anti-Corruption Act.
- b) 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.
- c) Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices
- d) 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.
- e) The *Employer* will not participate in corrupt practices and therefore expects its suppliers to act in an equivalent manner.
- f) 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.
- g) Employees must not accept or request money or anything of value, directly or indirectly, to:
- h) Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity.
- i) Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or gain an improper advantage.
- j) 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).
- k) The *Employer* is committed to the ideas of free and competitive enterprise.
- l) Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
- m) The *Employer* does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting)
- n) The *Employer's* relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.

- o) 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:
- p) Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.):
  - i. Collusion
  - ii. Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.).
  - iii. Corrupt activities listed above; and
  - iv. Harassment, intimidation, or other aggressive actions towards the *Employer's* employees.
  - v. 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.
  - vi. Suppliers must record and report facts accurately, honestly, and objectively. Financial records must be accurate in all material respects.

#### *8.12.2 Conflicts of Interest*

- a) 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*. Such as, for example:
  - i. Doing business with family members; and
  - ii. Having a financial interest in another company in our industry.

### **8.13 The *Consultant's* Invoices**

- a) 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.
- b) The invoice must correspond to the *Employer's Agent* assessment of the amount due to the *Consultant* as stated in the payment certificate.
- c) Invoices must be submitted by the last working day of the month.
- d) The invoice states the following:
  - o Invoice addressed to Transnet Limited
  - o Transnet Limited's VAT No: 4720103177
  - o Invoice number

- Registered name of the *Consultant*
  - Address (Physical and Postal) of the *Consultant*
  - The *Consultant's* VAT Number; and
  - The Contract number: XXXXXXXXXXXXXXXXXXXX
- e) 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
  - Escalation formula used where applicable.
  - Settlement discount
  - Proof of ownership of Materials supplied.
  - A statement is to accompany each invoice.
- f) The invoice is presented either by post or by hand delivery or via email by the 16<sup>th</sup> day of the assessment month. Statements must accompany invoices.
- g) Invoices submitted by post are addressed to:
- Transnet National Port Authority
- Queens Warehouse
- 237 Mahatma Gandhi Road
- Durban
- 4000
- For the attention of: **TBA**
- h) Invoices submitted by hand are presented to:
- Transnet National Port Authority
- Queens Warehouse
- 237 Mahatma Gandhi Road
- Durban
- 4000

For the attention of: **TBA**

- i) The invoice is presented as an original.
- j) The *Consultant* ensures that the *Employer* has his correct banking information to make the electronic payment transfer.
- k) All payments are provisional and subject to audit. The *Consultant* preserves his records for such a period as legislation requires, but in any event not less than five (5) years.
- l) The *Employer* deducts any amount owed by the *Consultant* to the *Employer* from any amount payable by the *Employer* to the *Consultant*.

#### **8.14 Sub-Consulting**

- a) The *Consultant* shall not appoint or bring *Sub-Consultants* onto Site without the prior acceptance of the *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*.
- b) The *Consultant* shall not deviate from an approved *Sub-Consultants* list without prior acceptance of the *Employer's Agent*.
- c) Subcontract documentation, and assessment of subcontract tenders:
  - i. The *Consultant* is required to appoint his *Sub-Consultants* under the NEC3 Professional Services Contract or the NEC3 Engineering and Construction Contract Subcontract agreements unless accepted otherwise by the *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*.
  - ii. The *Consultant* shall ensure that the quality assurance, health and safety, industrial relations, environmental, documentation control and all other requirements placed on him under this contract are transferred onto any *Sub-Consultants*.

## 9 LIST OF ANNEXURES

All the Annexures listed hereunder shall be deemed to form part of the Scope of Services.

Annexure	Revision	Description
1	00	<i>Consultant</i> Documentation Register (CDR) - DOC-STD-0001 – Rev 00
2	00	SHEQ Policy
3	01	Transnet Integrated Management System (TIMS) - IMS-GRP-GDL-002-1
4	02	Standard Environmental Specification (SES) - TCP-ENV-STD-002 Rev 02
5	04	Construction Environmental Management Plan (CEMP)
6	00	General Quality Requirements - TNPA-QUAL-REQ-014.1
7	01	Engineering AutoCAD Standards - AMP 010
8	01	User Requirements Specification (URS) – Rev 01
9	00	Floor and Roof Layout Plans (“Wave” concept)