

MPT:AGRICULTURAL DRY BULK AND OTHER COMPATIBLE CARGO QUESTIONS FROM BIDDERS : RFP REFERENCE No. TNPA/2025/03/0016/90945/RFP

NO:	Clause number	Topic	Question from Bidder	Response
1		Cargo handling	Kindly clarify whether fertilizer is included in "Agricultural Dry Bulk and other compatible cargo"	Fertilizer will be permitted to be handled. See List Of Commodities (Agricultural Dry Bulk Cargo and Other Compatible Cargo) attached to Annexure DD of the RFP
2		Appointment of Preferred Bidder	When do you expect to appoint a preferred bidder and when are they expected to start	TNPA expects the preferred bidder to be appointed after the evaluation and governance process. This is expected to be between 3 to 4 months after the bid submission date. Thereafter, the preferred bidder will enter into negotiations for the conclusion of the Terminal Operator Agreement (TOA). Should negotiations proceed smoothly and there is consensus amongst parties , the TOA can be signed and concluded with 4 months or less.
3		Operations	Is it possible to handle containerised cargo as part of the compatible cargo ?	Yes, containerised compatible cargo will be permitted. The bidder is expected to advise on the volumes of containerised Agri Dry Bulk and compatible cargo through the proposed terminal over the concession period.
4		RFP Preps	Please advise how soon after Bidders submit questions to TNPA via Annexure U, the clarification request form, will TNPA provide the requested information/clarifications?	All questions are expected to response within a reasonable time frame so that bidders can submit the RFP timeously. Depending on the number of questions, It is expected that a response be at least 7 days after the query is raised.
5		RFP Preps	It is noted that as per clause 22, the final date for Bidders to submit questions is Friday 30 May 2025. The Bid Submission Closing date is Monday, 9 June 2025, which is 5 business days later. However, clause 50.1 states that:"Up to fifteen (15) Business Days prior to the Bid Submission Date, the TNPA may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify any part or aspect of this RFP by issuing a Briefing Note". Please can you clarify if this means that TNPA will not answer any questions that provide material information and/pr amendments to the RFP after Friday 16 May 2025 as this is 15 Business days before the RFP deadline? Or will the RFP deadline be extended?	The misalignment on the dates has been addressed through the extension of the bid submission date as advised in briefing note #2, TNPA has ensured that bidders time is not prejudiced.
6		RFP Preps	If the responses provided by TNPA raise further questions but TNPA only provides these answers after 30 May 2025, will the Bidders still have an opportunity to ask further questions in order to gain the necessary clarity?	The misalignment on the dates has been addressed through the extension of the bid submission date as advised in briefing note #2, TNPA has ensured that bidders time is not prejudiced.

7		SCM	<p>Evaluation Criteria 2 Preference, Clause 65.2.4 contains the following scoring category worth 7 points: "The promotion of supplier development through subcontracting a minimum of 30% of the value of the contract to /with EMEs and/or QSEs 51% owned by Black People, 51% owned by black youth, 51% owned by Black People with disabilities or 30% owned by black women." Please confirm that our understanding is correct in that: 4.1. We are required to subcontract 30% of the value of the construction of the new terminal that is due to be undertaken during the Development Phase to one or more EME's or QSEs. 4.2. That the contract value is defined as the total value spent on the construction of the new terminal and does not include the amounts that will need to be spent on planning and obtaining al the regulatory permissions.</p>	<p>During the Development Phase (construction , security, rubble and waste removal etc) subcontracting a minimum of 30% of the value of the contract to /with EMEs and/or QSEs 51% owned by Black People, 51% owned by black youth, 51% owned by Black People with disabilities or 30% owned by black women." Supplier development will also be negotiated at the Terminal Operator Agreement (TOA) phase for the operational period.</p>
8		SCM	<p>Under Annexure JJ, we are required to provide an agreement or letter of intent confirming a sub-contracting agreement. However, typically, when it comes to infrastructure projects designs would first be completed and then a competitive tender process to bid for the work would then be entered into in order to select the preferred construction partner/s. As we are not required to submit final designs or approved plans as part of this plan, the construction tender process will not have started by the time the RFP is due to be submitted. Therefore please can you advise how we can practically submit names and credentials of sub-contractors as part of the RFP when the process to select them will not have commenced yet? Will a commitment to subcontract 30% of the construction project suffice in this case?</p>	<p>The evidence required on the subcontracting specific goals exclude a letter of intent to subcontract.</p>
9		Engineering	<p>Can the existing buildings be demolished ?</p>	<p>As part of the concept design of the terminal in RFP bid submission, bidders need to advise if they wish to retain the existing buildings or demolish at own cost to accommodate their terminal designs for bid submission purposes.</p>
10		Finance	<p>For financial Capacity is the letter from the bank enough to proove funding</p>	<p>Financial Capability is explained as per clause 63.3 of the RFP</p>
11		Planning + SHE	<p>Are you restricting minerals because of contamination , what if the bidder can demonstrate that they can handle minerals without contaminating</p>	<p>Adjoining sites cannot be contaminated by mining commodities handled in bulk form. An alternative bid can be lodged within the rules of the RFP . This RFP excludes all mineral commodities.</p>
12		Engineering	<p>Has TNPA done studies on traffic management in maydon wharf</p>	<p>The bidder is expected to do a detailed traffic studies as well as other studies upon appointment as a preferred bidder. For purposes of the the RFP, The bidder has to advise on the traffic management based on the concept design proposed in the bid submission. A broader traffic study for Maydon Wharf Precinct is attached to the RFP.</p>

13		Engineering + Planning + Real Estate + SHE	Is there an opportunity to have the road privatised	The road is a port road and will remain a port road due safety and access for other terminal operations.
14		Engineering	Is there capacity for rail ?	Provision of possible rail access to the site may be provided through consultation with Transnet Rail Infrastructure Manager and/or Transnet Freight Rial Operating Company as be me be required.
15		RFP Preps	Kindly advise if the property can be split, therefore can we tender for one half of the property.	It is mandatory that the bidder respond for two (2) properties as a Standard Bid Response. As an alternative bid, a RFP submission with one property can be submitted however the rules of the RFP in terms of section 19 must be understood and complied with by the bidder. The sites/properties mentioned in the RFP are the only sites available.
17	Clause- 2.1.92 of RFP	RFP Preps	The area of the Project Site (25, 125 SQM) does not seem to be adequate for efficient cargo handling operations. It is requested that additional areas should be required within the Port to augment the capacity of the Terminal. It is suggested that Port should allocate additional land within the Port to the Terminal Operator on a long-term lease basis. Kindly confirm the availability of additional land along with applicable rates	
18	Clause- 2.1.9 of RFP, Clause 1.1.11 of Annexure KK (Draft Terminal Operator Agreement) Clause 4.2.2 of Annexure KK (Draft Terminal Operator Agreement)	Harbour Master	It is provided that the Terminal Operator shall have access to Berths (berth 4 and berth 5) for loading and discharge of Cargo on a common-user basis. Since the Terminal Operator invests in equipment for handling of vessels at the Berth, it is suggested that the Terminal Operator must be granted exclusive right for Cargo handling at these Berths. The Berths must be handed over to the Terminal Operator free of any physical encumbrance prior to the Effective Date.	All berths in Maydon Wharf are common user. None of the berths across the Port are dedicated for specific terminal operators.
19	Clause- 2.1.9 of RFP Clause 1.1.11 of Annexure KK (Draft Terminal Operator Agreement) Clause 4.2.2 of Annexure KK (Draft	Engineering	We understand that South African Bulk Terminals (SABT) is currently undertaking vessel operations at Berth No. 5 through a Loader and Conveyor System. Kindly confirm whether the existing infrastructure shall be removed from Berth No. 5 prior to the Effective Date of the Terminal Operating Agreement (TOA)	The infrastructure for SABT will not be removed as it belongs to the terminal operator. The design of terminal equipment for the concession period must be accommodated based on the current spatial arrangements of the site.

	Terminal Operator Agreement)			
21		Operations	It is requested that handling of containers should also be permitted in the Terminal. Accordingly, containers should also be included in the list of Compatible Cargoes	Containerized compatible cargo will be permitted. The bidder is expected to advise on the volumes of containerized Agri Dry Bulk and compatible cargo through the proposed terminal over the concession period.
22	Clause- 4.7.9.2 of RFP	Engineering	It is mentioned that the provision of possible rail access to the site may be provided through consultation with Transnet Rail Infrastructure Manager and/or Transport Freight Rail Operating Company as may be required. Kindly advise whether any study is conducted previously to examine the feasibility of rail access to the Project Site. If yes, kindly arrange to share the same with the Bidders.	There is no rail study for the specific site. The bidder will need to respond on their rail operations for bid submission purposes.
23	Clause- 5.4 of RFP Clause 1.1.54 of Annexure KK (Draft Terminal Operator Agreement)	Legal /SHE	Kindly share the details of currently available approvals, Consents, and licenses related to the Project Site and Berths. Please also provide the list of requisite approvals, Consents and license required to be obtained for the Project by the Terminal Operator.	For bid submission purposes, no authority is needed from regulatory entities. All regulatory authority/approvals to be obtained after successful appointment of the preferred bidder and conclusion of TOA.
24	Clause- 5.5 of RFP	Commercial	Please provide the details of prevailing handling charges for each commodity type including Cargo Dues, Terminal Handling, Storage, Stevedoring and other miscellaneous charges. Kindly also provide prevailing long-term cargo contracts with various customers with agreed commercial terms	The TNPA tariff book is available on the internet (www.transnet.net). The Port authority does not have commercial agreements of terminal operators and their customers.
25	Clause- 5.5 of RFP	Commercial	Clause- 5.5 of RFP Clause 4.3.6 of Annexure KK (Draft Terminal Operator Agreement) Clause 32 of Annexure KK (Draft Terminal Operator Agreement)	The TNPA tariff book is available on the internet (www.transnet.net). The Port authority does not have commercial agreements of terminal operators and their customers.
26	Clause- 6.3 of RFP	Planning	The RFP stipulates that Bidders must ensure that they secure access to a truck staging area outside port limits. Kindly advise whether Port has earmarked / identified any such area. If yes, please share the details.	The bidder will need to propose a truck holding/staging area outside of the Port Limits in the bid submission. There is no staging /truck holding area developed by the Port outside of port boundaries.
27	Clause- 17 of RFP	Legal	It is suggested that for the purpose of evaluation of Bid Responses under Qualification, Evaluation, and Objective Criteria of a Bidder / Consortium Member, the credentials of their respective Associate/s should also be considered. For the purpose of this RFP, Associate may be defined as, in relation to the Bidder / Member, a person, who, controls, is controlled by or is under the common control with Such Bidder / Member (the "Associate"). As used in this definition, the express "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law	TNPA licenses the entity that will operate and not an associate or any other party. The purpose of issuing a TOL and TOA is to license the operation of a Port facility to provide port services. Those legal instruments cannot be shared or transferred between subsidiaries, associates or divisions of a licensed entity.

28	<p>Clause- 20.3.1 of RFP</p> <p>Clause- 31.1 of RFP</p>	Legal	<p>It is mentioned that in the case of a Consortium, be an SPV. In this instance, a Bidder who is an SPV and/or Consortium will be required to establish and incorporate a Project Company with the sole purpose of undertaking the Project and entering into the TOA.</p> <p>We understand that if the Preferred Bidder is a single entity, it will also be required to incorporate a Project Company with the sole purpose of undertaking the Project and entering into the TOA. Kindly confirm our understanding.</p>	TNPA will enter into negotiations with a legal entity that has submitted the RFP. A single entity may therefore submit a bid response on its own without establishing a project company.
29	Clause- 20.3.4 of RFP	SHE	<p>We understand that the Terminal Operator is required to obtain all Authorizations/licenses/approvals, including the Environmental Impact Assessment (EIA) within 18 months from the Signature Date of the Terminal Operator Agreement.</p>	Environmental Authorizations will need to be conducted and submitted to Department of Forestry, Fisheries and the Environment. The minimum period for authorization is 18 months.
30	Clause- 25.1.13 of RFP	SCM	<p>The clause states that a Consortium or Joint Venture will qualify for points for their B-BBEE Contributor Status Level as an unincorporated entity, provided that the entity submits its consolidated or joint copy of the B-BBEE verification certificate or a consolidated B-BBEE scorecard as if it were a group structure on condition that such a consolidated B-BBEE scorecard is prepared for every separate venture.</p> <p>We suggest that in case of a Bidder is a Consortium or Joint Venture, the B-BBEE verification certificate for any one Member should suffice for the purpose of evaluation rather than preparing the same for every separate Member as it would not be feasible for an international Bidder to obtain such certificate prior to incorporation of Project Company. Therefore, it is requested to amend this clause suitably to encourage wider participation in RFP.</p>	TNPA requires a BBB-EE certificate of the entity, consortium or Joint Venture submitting the bid response in order to qualify for preference points.
31	Clause- 25.1.15 of RFP	SCM	<p>The clause provides that the failure to submit copies of the valid B-BBEE Contributor Status Level evidence at the Bid Response Date of this RFP will result in a score of zero.</p> <p>We understand that failure to submit copies of the valid B-BBEE Contributor Status Level evidence at the Bid Response Date of this RFP, will result in a score of zero under Stage 2: Evaluation Criteria 2 (Preference B-BBEE Specific Goals). However, it will not lead to disqualification of the Bid Response of the Bidder. Kindly confirm our understanding.</p>	The BBBEE certificate is not a mandatory document. Failure to submit the BBBEE certificate will not result in disqualification. No preferential points for the level 1 and level 2 BBBEE bidders can be allocated without the relevant BBBEE certificate.
32	<p>Clause- 65.1.2.6 of RFP</p> <p>• Clause 5 of Annexure KK (Draft Terminal Operator Agreement)</p>	Real Estate	<p>The clause provides that ramp-up percentage for each payment period which will be applied to the monthly Concession Fee.</p> <p>It is requested that there should not be any Concession Fee payable till the time the Terminal becomes operational. The payment of the agreed Concession Fee should start with the Actual Operation Commencement Date. Further, the Concession Fee prevailing on the Actual Operation Commencement Date should be the base for any further indexation in future date.</p>	The development period concession fee shall be negotiated during the Terminal Operator Agreement negotiations.
33	Clause 3.2 of Annexure KK (Draft Terminal Operator Agreement)	Legal	<p>We understand that the stipulated time for completion of the Suspensive Conditions is 18 months. Kindly confirm.</p>	Confirmed - Clause 3.2.3 of Terminal Operator Agreement.

34	Clause 20.4 of Annexure KK (Draft Terminal Operator Agreement)	Real Estate	The clause stipulates that the Terminal Operator shall be responsible for the payment of all municipal services and Utilities provided in respect to the Project Site. We request you to kindly provide the prevailing rates for such municipal services and Utilities.	Kindly refer to eThekweni Municipality website for utility rates
35	Clause- Annexure V of RFP	Engineering	Please provide the Design Vessel characteristics (Load draft, LOA, Beam, etc.) for Berth No. 5. The design depth of Berth No. 5 is given as 9.9 m. Please advise whether it is technically feasible to increase the dredged depth of the berth to 14-15 m. If yes, kindly share any such study is undertaken by the Port.	Annexure V contains the relevant data for bid submission. The Port Engineers Department has plans for deepening of berths at Maydon Wharf. The study is not for public consumption at this stage.
36	Clause 6 of Annexure KK (Draft Terminal Operator Agreement)	Legal	The transfer of Terminal Infrastructure and Terminal Equipment at the end of Concession Period may be structured as per the below: Terminal Infrastructure- Transfer by TOA to TNPA at zero cost on AS-IS basis without any provision of removal of all or some part of the Terminal Infrastructure Terminal Equipment – Transfer by TOA to TNPA on fair market value basis subject to the rights of the Lenders	This will be negotiated with the Preferred Bidder.
37	Clause 13.2.1 of Annexure KK (Draft Terminal Operator Agreement)	Engineering	While the TOA will take all necessary measures to safeguard the interest of the Project while appointing any Construction Contractor, it is suggested the Concession should not mandate on furnishing Construction Performance Guarantee as it is a commercial arrangement between the TOA and the Construction Contractor. Therefore, this clause may be revised suitably.	A Construction Performance Guarantee is not negotiable.
38	Clause 20.13 of Annexure KK (Draft Terminal Operator Agreement)	Real Estate /Property	It is mentioned that the Terminal Operator by shall honor any existing agreements between TNPA and any Person, which grants access or wayleaves to the Project Site. The Terminal Operator may, however, apply to TNPA for any necessary modifications or cancellations of such agreements, such applications to be made timeously in order to avoid any delay or additional cost. To the extent that TNPA has the right to modify or cancel such agreements, it shall comply timeously with the Terminal Operator's reasonable request to modify and/or cancel any such agreements. Please provide the details of all such existing agreements that TNPA has entered with any Person.	This will be negotiated with the Preferred Bidder.
39	Clause 22 of RFP Clause- 50.1 of RFP	NBD	As per the Timetable for the RFP, the Deadline for all questions and requests for clarification is 30th May, 2025 and the Bid Submission Closing Date is 9th June 2025. Clause 50.1 of the RFP stipulates that up to 15 Business Days prior to the Bid Submission Date, the TNPA may, for an any reason, whether at its own initiative or any response requested by a Bidder, modify any part or aspect of this RFP by issuing a Briefing Note. It is suggested that any Bidder requires 15 Business Days after the issuing of the latest Briefing Note by TNPA to submit its Bid Response. Therefore, it is requested that the Bid Submission Closing Date may suitably be extended	The misalignment on the dates has been addressed through the extension of the bid submission date as advised in briefing note #2, TNPA has ensured that bidders time are not prejudiced.