

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

NO:	RFP/TOA	Topic	Question from Bidder	Response
40	RFP	Legal	At this stage, it is anticipated that the Bidder will be an unincorporated consortium having 2 or more members. The Bidder intends to appoint either a wholly owned subsidiary of one of its members, or one of its members as the Operator in terms of the TOA. Please confirm that the technical evaluation requirements of the RFP will be met if the Bidder provides documents showing the experience and existing operational documentation of the proposed Operator?	The intention of the Bidder must be clearly indicated in the bid response so that the experience of the proposed Operator can be evaluated. A preliminary Operations Agreement between the Bidder and the proposed Operator must be provided as part of the bid response.
41	RFP	Engineering	Clause 5.3 states that TNPA will permit the installation of the appropriate infrastructure to facilitate the loading and discharging of cargo on the Berths, provided the berths are not rendered unusable to other port users. 2.1. As there is already private infrastructure on Berth 5, what berths will it be permitted to install infrastructure on? 2.2. If the successful terminal operator installs infrastructure on a specific berth, will vessels calling at the new terminal then be given preferential access to the berth?	2.1 Private infrastructure on berth will be reviewed and assessed by TNPA and will follow an application process. 2.2 No, all berths are common user.
42	RFP	Engineering /Operations	Clause 6.1 states that the detailed design and construction specifications must take into account the following: 6.1.4 Access to the site via rail and road including a truck staging area. Is it mandatory to include rail access/rail operations into the site designs?	The concept design access does score "Traffic flow with rail , and road connectivity to and from the Terminal." The bidder is to show how rail could be utilized for the terminal site designs. Road and road access to site is considered for traffic management purposes.
43	RFP	SHE	Clause 8.3 states that the successful terminal operator's maintenance requirements include "undertaking any cleaning of the surface of the quay". Please can you elaborate on this. Is this cleaning requirement specifically relating to any spillages that may occur when the terminal operator is operating a vessel? Or must the terminal operator assume responsibility for and clean a specified section of the quay?	The cleaning requirement is related to good housekeeping practices when operating on the berth, and to ensure any spillages that may occur are cleaned up.
44	RFP	NBD	Clause 17.9 states that the Bidder who scores the highest points under Stage 2 of part III will be appointed as the preferred bidder "unless the Due Diligence to be undertaken in Part IV (See Clause 66) establishes objective considerations which would justify an award to another Bidder". Surely the purpose of Due Diligence is to determine if the bidder who scored the highest points meets the defined criteria? As per clause 16.1.4, this states that the purpose of the Objective Criteria is "to determine if there are objective grounds on which the TNPA may not proceed with awarding the Project to the Highest-Ranked Bidder in Part III (Evaluation Criteria)." As per 16.1.4, if the preferred bidder does not meet the defined criteria, then they would be disqualified and the bidder who scored the second highest points would be evaluated under the Due Diligence and so on. It therefore appears that clauses 16.1.4 and 17.9 may be in conflict. Please can you therefore provide details as to how the Due Diligence process would justify the award of to any other Bidder and what criteria this would be based on (as opposed to the Due Diligence disqualifying the highest scoring bidder and the bidders then being evaluated in order of points scored)?	Detailed objective criteria exercise will be conducted on all bidders who meet the requirements of Part III stage 1&2. Objective Criteria as per clause 66 of RFP . In the event that the objective criteria and/or probity check exercise establish that the highest scoring Bidder's Bid Response cannot be credibly verified and/or that the risk analysis establishes that the Bidder has not taken into account key business risks, such Bidder will not be eligible for appointment as the Preferred Bidder (Clause 66.4). Bidders are to note that the purpose of the TNPA's objective criteria and/or probity check process is not intended to re-evaluate Bidders under the Criteria set out in Part III of the RFP but to confirm that there are no objective considerations that will justify the award of the Project to another Bidder (other than the Bidder who has scored the highest points) (Clause 66.5).

45	RFP	Legal	Clause 20.4 of the RFP says bidders are required to supply a marked-up version of the TOA. Please can you provide a MS Word version of the TOA in order to provide the requested mark ups as only a PDF version has been supplied.	This will be supplied and placed on the eTenders and Transnet Website
46	RFP	SCM /NBD	<p>Clause 25.2.5 says that "Bidders are required to complete and submit Annexure EE (Economic Development Information from the Bidder) with their Bid Response". It is noted that there are 2 Annexure EE's – one for the Development Phase and one for the Operational Phase. Both of these rather onerous table contain a column that says "Minimum Criteria for Point Allocation". Please advise:</p> <p>7.2. How the scoring for these Annexure EE's is calculated</p> <p>7.3. How the "Estimated Contract value" (as per the last line on page 4 of Annexure EE) is defined</p> <p>7.4. How these Annexure EE's will be evaluated as no mention is made of them in the existing Qualification/Evaluation/Objective Criteria</p> <p>7.4. What the SD Bid Document that is mentioned in column 7 of the Annexure EE tables is? There is no mention elsewhere in the RFP documentation of this.</p>	Annexure EE is not for scoring purposes but a returnable. The SD document being referred to is not applicable. The populated data for Annexure EE will used during Terminal Operator Agreement negotiations with the preferred bidder.
47	RFP	SCM	Clause 27.2.5 says that: "Contractors must be accredited in terms of CIDB rating, and the Bidders need to indicate the CIDB level of all contractors". Please advise where and how these CIDB ratings must be indicated as CIDB ratings are not mentioned anywhere else in the RFP document	This will be dealt with at Terminal Operator Agreement negotiation stage with the Preferred bidder and monitored at the development stage.
48	RFP	NBD	<p>Clause 45.2.4 says that: "The sections of the Bid Response that correspond to each of the Qualification Criteria and the Evaluation Criteria must be separate documents and separately bound. For example, all documents that comprise the response to the Technical Qualification Criteria must be bound together or compiled in a separate file and the cover of the file or bound document must clearly set out the heading of the Part and Clause of the RFP to which the document relates". Please advise if this clause is applicable given that the RFP is being submitted electronically in a sequentially numbered PDF? If it is applicable, then please advise:</p> <p>9.1. How this requirement to bind documents together and / or compile them in separate files should be achieved?</p> <p>9.2. What covers are required for the PDFs?</p>	The RFP bid submission is to be electronically submitted as per section 44 of the RFP. There will be no need for binding of documents as documents will be collated and submitted in Portable Document Format (PDF). When arranging the PDF documents they need to be systematically arranged as per Qualification Criteria of the RFP. The RFP Bid Response document in PDF format must clearly set out the heading of the Part and Clause of the RFP to which the document relates.
49	RFP	NBD	Clause 45.5.1 says that The bidder must write various information on the top right hand corner of each document forming part of the bid response. Please advise if every single page of every document of the bid response requires this information to be inserted into the top right corner? Or is it sufficient to include it on the first page of each document?	As part of the Bid Submission, the bidder could include relevant data as a Header in the document. Documents such as audited financial statements will not need this data as part of a header.

50	RFP	NBD	Clause 45.5.1.3 says that: The bidder must write on the top right hand corner of each document forming part of the bid response, the Master or Copy number. Please advise if this Master/Copy number is relevant and required seeing that the document is being submitted electronically and not in multiple hard copies	Agreed. This is an electronic submission so Master and copy is not needed as part of bid submission.
51	RFP	NBD	Qualification criteria clause 60.2.1 says that the bid response must be "duly initialled and signed on all relevant documents". Please advise which documents must be initialled and which must be signed?	The RFP submission and relevant Annexures is to be signed by the bidder/s.
52	RFP	SHE	Clause 63.2.3.2.3 says that Bidders must "provide a high-level occupational health and safety baseline risk assessment with mitigation and control measures". In the case where the Bidder has existing operations that are substantially similar to the envisaged operations on the project site, will it be acceptable for the Bidder to submit this existing document rather than undertaking a new risk assessment for the project site and creating all the associated documentation?	No. Even if operations are similar, the new site or project may have unique hazards, environmental conditions, equipment, or personnel differences that the original risk assessment does not address. Ignoring these differences can lead to unidentified risks and inadequate controls. A similar risk assessment may fail to identify hazards or control measures specific to the new operation, increasing the chance of accidents, injuries, or damage. Using an existing similar risk assessment without adapting it to the specific operation and site conditions is inadequate and unsafe. Risk assessments must be reviewed, updated, and tailored to the particular project to ensure all relevant hazards are identified and properly controlled, maintaining compliance and protecting health and safety.
53	RFP	Finance	Under Clause 63.3.1.1, the latest audited annual financial statements for the past 3 years are requested. However, it is stated that "The latest financial year should not be older than 6 (six) months". We do not believe this requirement is feasible as we are a listed entity that is audited annually, and our annual report and financials are only published around September each year. Therefore our most recently available financials at the time of the RFP submission will be those that were published in September 2024 and will be "older" than the stipulated 6-month period. Please can you advise if TNPA will accept these financials from September 2024 (as well as the 2 prior financial years) in fulfilment of this requirement?	The bidder can submit their latest audited signed off financials even if it is older than 6 months.
54	RFP	Real Estate /NBD	Clause 65.1.2.6.2 says that 25 % of the concession fee will be payable during the construction period to a maximum of 18 months, thereafter 100% concession fee will apply from the commissioning of the terminal. Please advise what concession fee is payable if the construction period is longer than 18 months? I.e. for the period between 18 months and the commissioning of the terminal.	The bidder will advise on the timing of the construction period in the scheduling developed in the RFP bid response. The development phase (including the construction phase) concession fee will be negotiated with the preferred bidder at the Terminal Operator Agreement stage. Should the construction period take longer in the development phase, the concession fee will be negotiated with TNPA.
55	RFP	NBD	Clause 5 of Annexure J (Page 113 of the RFP), states that the Terminal Operator Agreement will be for a period of 25 years. Does this 25-year TOA include or exclude the period of time required to get authorizations, plan approvals and construct the terminal?	The RFP makes provision for a development period which is outside of the concession period wherein the preferred bidder is expected to obtain authorizations, plan approvals and construction of the terminal. The "Concession Period" means, a period of 25 (twenty-five) Contract Years commencing on the Actual Operations Commencement Date, during which the Terminal Operator is granted the right to undertake the Project in terms of this Terminal Operator Agreement or such period as this Agreement shall be extended (Annexure KK ,Draft TOA, Clause 1.1.27).

56	RFP /TOA	SCM/NBD	<p>Clause 5 of Annexure J (Page 113 of the RFP), Makes reference to Economic Development and or B-BBEE Improvement Plan commitments. Please can you advise where in the RFP further details on these commitments can be found?</p>	<p>This will be negotiated with the Preferred bidder during the terminal operator agreement (TOA) discussions. The economic development summaries (Annexure EE) for the development and operational phase is required to be populated by bidders. The information populated will be needed by TNPA should the bidder be successfully appointed as the preferred bidder. Based on the concept design and other supplier development matters proposed by the bidder example security and cleaning services during development and operational phase of the concession period, an estimated contract value can be determined by a bidder. Annexure EE is not mandatory but a returnable. During the Terminal Operator Agreement (TOA) negotiations with the preferred bidder ie. Schedule 11: Supplier Development Plan and Supplier Development Value Summary Worksheet is to be completed prior to signature date of the TOA.</p>
57	RFP	SCM	<p>Clause 20 of Annexure J: Returnable documents (Page 115 of the RFP), says "All sections must be signed, stamped and dated by the Bidder. Bid Returnable Documents means all the documents, sections and Annexes, as listed in the tables below.". Please can you define what is meant by "All sections must be, signed, stamped and dated"? Specifically:</p> <p>19.1. Must every single document listed in sections 22 and 24 of Annexure J be signed, stamped and dated? If certain annexures do not need to be signed, stamped and dated, please can you advise which ones.</p> <p>19.2. Must every page of each annexure and document be signed, stamped and dated? Or will it be sufficient to sign, stamp and date the first/last page of each document only?</p>	<p>All relevant documents that have sections that need to be authorized must be completed accordingly.</p>
58	RFP	Legal	<p>Annex T: Breach of law form and Annex W: Supplier integrity pact are not listed as returnable documents in the lists under Annex J, Item 24. Please can you confirm that the Bidder does NOT need to include these documents in the submission?</p>	<p>Page 139 of the the RFP contains the Breach of Law Form. Page 142 of the RFP contain Supplier Integrity Pack. These are returnable Annexures.</p>
59	RFP	NBD	<p>Annexure BB: Business case guidelines. The guidelines listed in this annexure are very different to those requirements which are detailed in section 63.4 of the RFP document. As per 63.4.3, The scoring elements for the business case are: Whereas Annexure BB says the minimum information required is far more extensive than listed above and doesn't have scoring attached to the elements. For example, Annexure BB asks for a full company description including SWOT analysis and a marketing plan which are not mentioned anywhere else in the RFP documentation. In addition, numerous items in Annexure BB are detailed in other sections of Evaluation Criteria – not under the Business case. This includes items like the Environmental Management and Risk Management plans, EBITDA calculation, Past experience in raising capital and details of previous experience and volumes. Accordingly, please can you advise:</p> <p>21.1. How Annexure BB reconciles with the rest of the RFP documentation?</p> <p>21.2. Does our Business case need to include all the experience/HSE/Financial elements that are already evaluated elsewhere under the evaluation criteria? If so, how will this be scored?</p> <p>21.3.How will elements that are not currently allocated scoring under the section 63.4 be scored? E.g. the Company description and marketing plan.</p>	<p>Annexure BB is a guideline and is needed to understand the company submitting the bid. Bidders are to ensure that all relevant evaluation criteria sections of the RFP are covered in the business case. Refer to section 61 -65 of the RFP.</p>

60	RFP	NBD	<p>It is noted that as per Briefing note 2, the final date for Bidders to submit questions is 20 June 2025.</p> <p>22.1. Please can you advise how soon after this deadline answers will be provided to the questions as this information is required to complete our submission.</p> <p>22.2. If the responses provided by TNPA raise further questions but TNPA only provides these answers after 20 June 2025, will the Bidders still have an opportunity to ask further questions in order to gain the necessary clarity?</p>	<p>All questions are expected to responded within a reasonable time frame so that bidders can submit the RFP timeously. The bid submission date has been extended till 12 September 2025.</p> <p>This date is granted in order to not prejudice bidders from submitting a comprehensive bid whilst allowing questions raised by bidders to be comprehensively answered by TNPA.</p>
61	RFP	Engineering	Please provide the details of the nearest tap off point for water and power supply to the Project Site	The existing electrical tapoff point belongs to EThekwini Municipality, TNPA can assist with facilitating the application process
62	RFP	Engineering	<ul style="list-style-type: none"> • Please share the latest Soil Investigation Report for the Project Site • Please share the available technical information i.e. design/ drawings on all the facilities • Please share Photographs of all the facilities 	<p>Soil Investigation report - Not Available</p> <p>No As built drawings Available</p>
63	RFP	NBD	<p>Kindly share the details of currently available approvals, Consents, and licenses related to the Project Site and Berths.</p> <p>Please also provide the list of requisite approvals, Consents and license required to be obtained for the Project by the Terminal Operator.</p>	<p>At an RFP stage , there are no regulatory approvals needed. Upon award of the RFP bid, the preferred bidder will obtain regulatory approvals from regulatory entities and governmental authorities.</p>
64	RFP	NBD	<ul style="list-style-type: none"> • 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 	<p>The TNPA tariff book is available on the internet (https://www.transnetnationalportsauthority.net). TNPA does not have terminal operator costs as these need to be obtained /researched from different terminal operators. TNPA does not have commercial contracts for the different terminal operators and their clients.</p>
65	RFP	Operations	The RFP stipulates that Bidders must ensure that they secure access to a truck 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 investigate and advise in the Bid Submission on Truck Staging outside of the Port.
66	RFP	Legal	<p>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.</p> <p>For the purpose of this RFP, Associate may be defied 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</p>	No, the credentials of the Bidder are considered.

67	RFP	SHE	We understand that the Terminal Operator is required to obtain all Authorisations/licenses/approvals, including the Environmental Impact Assessment (EIA) within 18 months from the Signature Date of the Terminal Operator Agreement.	Upon award of the RFP, the preferred bidder will be required to negotiate and conclude the Terminal Operator Agreement. All regulatory approvals inclusive of the Environmental Impact Assessment will need concluded by the preferred bidder. The timing of the EIA is estimated to be 18 months, however this is subject to environmental authorities.
68		Harbour Master & Engineering	The RFP identifies Maydon Wharf Berths 4 (MW4) and 5 (MW5) as the closest common user berths. The length of MW4 is given in Annexure V as being 156m and that of MW5 as 222m. Given that the cope lines of MV4 and MW5 are misaligned by approximately 2 meters, can we assume that longer vessels will be allowed to use MW3 as well as MW4?	The quay is a straight quay which gives the port flexibility in planning according to the vessel size being Length Over All (LOA) draft and beam. Although this are the closest berths to the terminal any berth can be utilized since they are all common users.
69	RFP	Engineering	<p>BERTH MW4</p> <p>During the site inspection, we observed that there is no provision for crane rails at MW4. In contrast, MW5 is equipped with crane rails designed to support the ship loading equipment servicing that berth.</p> <p>2.1. Should any future crane rails align with those at MW5?</p> <p>2.2. What is the distance between MW4 cope line and the property boundary of L36049 and is MW4 parallel to the boundary line?</p> <p>2.3. Please provide a drawing of the reconstructed berth showing the location of the underground services, storm water drainage system, high mast lighting, and fender off-set.</p> <p>2.4. What is the maximum wheel loading for a ship loader?</p> <p>2.5. The vertical vehicle clearance for the existing wharf gantry at MW5 is approximately 7.6m. Should any future wharf gantry at MV4 and possibly MW3 have the same vertical clearance?</p>	<p>2.1 A separate design needs to be submitted that meets the capacity of MW4</p> <p>2.2 Approx 30m, the boundary line is parallel to the MW4 line</p> <p>2.3 To be provided for the entire maydon Wharf</p> <p>2.4 Provide technical parameters for MW4 for design purposes by the bidders</p> <p>2.5 7.6m or higher will be recommended</p>
70	RFP	Engineering	<p>ROAD ACCESS</p> <p>Currently, site L36049 only has vehicle access from McBride Road and Maydon Wharf Street. Would it be possible to allow entry or exit from Maydon Road?</p> <p>4. FOUNDATIONS FOR DEMOLISHED BUILDINGS</p> <p>Have the foundations for the buildings and tanks that were constructed on properties L36049 and L306091 been demolish and removed offsite?</p>	<p>1. ROAD ACCESS: The traffic impact assessment will have to be submitted for review and approval</p> <p>2. FOUNDATIONS FOR DEMOLISHED BUILDINGS: No known historical plans available</p>
71	RFP	NBD	When can we have access to the digital "data room" for the opportunity? Which provides all historical and current information for the wider port and for the specific opportunity on Maydon Wharf?	Refer to transnet website (https://www.transnet.net) and etenders portal (https://www.etenders.gov.za/). Search for this RFP
72	TOA	REAL ESTATE	Clause 5.1 states - Subject to clause 5.1, upon the annual anniversary of the commencement of the Operating Term, the monthly Concession Fee payable by the Terminal Operator shall be reviewed and or escalated annually, in accordance with the following principles..... What assurances can TNPA	The concessionaire must submit the annual concession fee together with the annual escalation for years 2 to 4. Once this initial period concludes, the concession agreement makes

			provide that the rates will be calculated to align with market competitors and that the rates will not be increased to a point that places the concessionaire in an unfair commercial position or renders them uncompetitive?	provision for a review of the concession fee and annual escalation for the following five years. TNPA will source a property market valuation report to guide on the concession fee as well as the annual escalation. The concessionaire is encouraged to do the same. The new concession fee structure will be agreed to by both parties at the Terminal Operator Agreement (TOA) stage.
73	RFP	REAL ESTATE	According to 5.3.4, any disagreement will be resolved by independent Valuers – Do you have any specific independent valuers in mind? Will the appointment of an independent valuer be mutually agreeable?	TNPA will source a property market valuation report to guide on the concession fee as well as the annual escalation. The concessionaire is encouraged to do the same. Both parties can approach the South African Institute of Valuers to appoint an independent valuer.
74	RFP	REAL ESTATE /NBD	Please provide the structure of the concession fees – apologies, I may have missed it in the RFP pack	The concession fee will need to be proposed by the bidder factoring the bidders business case submitted as part of the bid response. See definition of 'concession fee' and 'concession fee offer' (2.1.34 and 2.1.35) of RFP. Annexure CC is a Mandatory Returnable.
75	RFP	Legal	Will TNPA provide any form of indemnity for breach of Agreement as the bidder is providing a broad indemnity to TNPA?	This is a pre-emptive question - there is no agreement at this stage.
76	RFP	OPERATIONS	Clause 27.5.2 The Terminal Operator shall, from the third anniversary of the Actual Operations Commencement Date, meet the minimum performance standards to be determined by TNPA, after consultation with the Terminal Operator, and notified to the Terminal Operator in writing at least 1 (one) year prior to such anniversary, such minimum performance standards to thereafter be annexed to this Agreement as Schedule 20 (Terminal Operator Performance Standards) of this Agreement. What assurances can TNPA give us that the performance standards will be calculated to align with the market? Also that they align with industry standards? And that all companies/leaseholders/concessionaires who are also operating on Maydon Wharf shall be subject to the same performance standards and subject to the same fines/penalties?	The calculations of the standards take into account best performance measurements, industry standards and norms. All lease companies/leaseholders/concessionaires are subject to their own agreements with TNPA.
77	RFP	ENGINEERING	Who is the top technical contact at TNPA – can we please have their name and contact details?	At this stage communication is through the names provided in the RFP
78	RFP	ENGINEERING	Technical details of current electrical capacities on site (voltage & available outgoing feeder specs - if possible) and/or details of sub-stations in the vicinity of the two plots and available capacity	No As built Drawings available. The preferred bidder would need to provide detailed engineering studies upon conclusion of the Terminal Operator Agreement.
79	RFP	ENGINEERING	Current yard paving construction - concrete, interlock or asphalt, and understanding of any restrictions with selecting a surface type – the load bearing capacity of the site would also be useful.	It is unknown, bidders to undertake their own assessment.
80	RFP	ENGINEERING	Does the TNPA have approved local civils consultants and/or contractors that we could reach out to for costing and feasibility study purposes?	No
81	RFP	ENGINEERING	An understanding of any planned TNPA or municipal upgrades or improvements to road and rail networks that could impact terminal access during the construction (and operating) phases	No planned upgrades, adhoc routine maintenance to take place
82	RFP	ENGINEERING	How reliable is the electricity supply in Durban/Maydon Wharf? Would an alternative power source be recommended for port operating machinery, such as Diesel?	A terminal operator to install backup plans at their own cost

83	RFP	HARBOUR MASTER	Understanding of commercial flexibility provided to concessionaires regarding cargo handling adjustments, pricing strategies, direct customer agreements, and marketing initiatives, given the restrictions around common-user berth arrangements. Is TNPA open to negotiating dedicated or preferential access to specific berths for concessionaires?	In Maydon Wharf we are guided by Harbour Masters instruction for Maydon Wharf berths. SECTION 7.3 clearly states that. All berths in Maydon Wharf are common user berths and therefore there shall be no preferential berthing rights granted to any person in Maydon Wharf.
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84	RFP	OPERATIONS	<p>1. Are all other Maydon Wharf users being held to the same standards as this concession is imposing? Such as, but not limited to:</p> <ul style="list-style-type: none"> a. Infrastructure investments b. Productivity targets and their annual reviews c. Annual reviews of concession/and other charges payable to TNPA d. Ensuring that all parties are treated fairly when it comes to berthing arrangements 	Terminal Operator Performance Standards are to be negotiated as part of the Terminal Operator Agreement (TOA) with the preferred bidder.
85	RFP	SCM	QUESTION: Why is there no minimum investment criteria and scoring related thereto in this RFP to support TNPA's port improvement objective to revitalize Maydon Wharf and improve port efficiencies and capabilities? The RFP appears to prioritise securing the highest rental value, which may not align optimally with the broader objective of revitalizing Maydon Wharf and enhancing port efficiencies and capabilities. In light of the fact that the infrastructure investment is a critical element of TNPA's statutory mandate in section 56 (1)(a) of the National Ports Act, why is the tender evaluation process structured so as to completely disregard and place no value on that investment?	The Investment on Terminal Infrastructure will be done by the Terminal Operator. As part of operational efficiencies Terminal Operator Performance Standards will be negotiated upon appointment of the preferred bidder and negotiations of the Terminal Operator Agreement
86	RFP	SCM	Clause 63.1.2.3. requires a letter of reference in respect of Track Record "in the form as set out in Annexure FF hereto". However no Annexure FF is included in the RFP bundle.	The Annexure is located on page 170 of the RFP but labeled as Annexure FF1
87	RFP	SCM	Annexure J lists Annexure Z as an Essential Returnable Document. Annexure Z itself states: "Financial Support Letter [To be provided by the Bidder]". However, there are no other references to Annexure Z anywhere in the RFP document, nor are any details provided as to what Annexure Z is supposed to contain. Noting also that Annexure Z is different to Annexure Y, the Lenders Support Letter. Please can you provide details as to what Annexure Z must contain and what portion of the RFP it relates to.	Annexure Z is to be provided by the Bidder .The letter is to cover the details of financial support that the bidder will be receiving from lenders.
88	RFP	RFP	Page 84, Experience in Financing Capital Projects is listed as Clause 63.3.5. However there is already a 63.3.5 on page 82 of the RFP – Profitability EBITDA. It appears that the numbering is incorrect and that Experience in Financial Capital Projects should be numbered as 63.3.8. Please can you clarify what the correct numbering is?	That is a Typo Error. The contents of the RFP remain relevant. Kindly quote clause details and page number for referencing purposes.
89	RFP	Operations	The answers to Question 3 and 21 in the responses to questions provided on 23 April 2025 say that containerised compatible cargo is permitted. Please can you provide further clarity and advise if it is possible to handle containers as a cargo on the site? Specifically where only the containers are handled like a pure container terminal or container depot without regard for what is in them, and not where containers containing agri/compatible cargo are packed/unpacked.	<p>The RFP is purely for Agri bulk and compatible cargo. The bidder is to advise on volumes of containerized Agri-bulk and Compatible Cargo in the business case of the bidder. See definition of "Cargo" "Compatible Cargo" in RFP (Clause 2.1.25 and 2.1.30).</p> <p>Each Bidder is required to submit a Bid Response which responds to and complies in all respects with the Qualification</p>

				and Evaluation Criteria ("Standard Bid Response"). To allow sufficient opportunity for innovation, Bidders may submit additional Bid Responses ("Alternative Bid Response") in terms of section 19 of the RFP.
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90	RFP	SCM	<p>Clause 65.2.4 of the RFP obliges bidders to subcontract 30% of their "value of the contract" to EMEs and/or QSEs which are Black Owned. EMEs and/or QSEs are by their definition, small companies who have a turnover of less than R10 million or R50 million respectively. The development we are considering would involve an investment in the region of R1.5 billion and would involve the construction of concrete silos, connected with conveyors to shiploading/unloading equipment. The vast majority of the cost of this development is the concrete and construction of the silos and the cost of buying shiploading equipment. However, in terms of the 30% subcontracting requirement, this would mean subcontracting R500 million to 20 to 50+ EMEs or QSEs which is not practical and infers significant risks as follows: In a project of this nature it is critical from a safety and quality perspective to ensure that the construction contractor and its subcontractors have the necessary experience and track record to safely build silos of the required quality and have the necessary financial standing to procure materials and support appropriate construction warranties. By virtue of its size, no EME or QSE may have the necessary financial standing to enable it to procure the necessary materials and support the appropriate construction guarantees. It is also highly unlikely that an EME or QSE will have the necessary experience and track record to meet the safety critical and quality requirements for this project.</p> <ul style="list-style-type: none"> • Practically speaking, it is not possible to split up the construction of the silos and give each EME/QSE a silo to construct. Aside from the safety and quality risks above, trying to use multiple small companies would drive up the project costs exponentially and increase the timeframes unreasonably. • As most of the rest of the project cost is attributable to shiploading equipment which can only be sourced internationally as it is not made locally, subcontracting the procurement of that equipment to EMEs and QSEs is impossible because they may lack the necessary financial resources to buy that equipment. • The requirement that 30% of the contract value be subcontracted to EMEs and QSEs in a project of this magnitude is either impossible to meet or will compromise the safety, quality and financial integrity of the project. 	<p>The specific goals are meant to implement transformation and preference in Transnet / TNPA in accordance with Transnet Preferential Procurement Policy (TPPP). It is imperative to achieve transformation and is up to the bidder to determine the appropriate or suitable scope of work for subcontracting. As per specific goal of subcontracting inserted in the RFP document as a requirement it cannot be allocated points if subcontracted to generic or large enterprises even if they are 51% black owned.</p>
91		SCM	<p>Against this background, TNPA is requested to clarify whether the evaluation criterion for subcontracting will be met if the subcontractor is 51% owned by Black People, youth, women or disabled people but is NOT an EME or QSE.</p> <p>8.</p>	<p>It is imperative to achieve transformation and is up to the bidder to determine the appropriate or suitable scope of work for subcontracting. As per specific goal of subcontracting inserted in the RFP document as a requirement it cannot be allocated points if subcontracted to generic or large enterprises even if they are 51% black owned.</p>
92		SCM	<p>If TNPA continues to require the subcontracting of 30% of the contract value to EMEs and QSEs, TNPA is requested to explain how this requirement is to be met rationally and appropriately in the context of a project in which complex, safety and quality critical design construction works and the procurement of expensive shiploading equipment make up the bulk of the project cost? Annexure JJ requires bidders to specifically identify the proposed subcontractor/joint venture partner (Subcontractor) and up</p>	

			<p>front and before the project has been designed and costed, to specify the "percentage of the subcontracted/joint venture works in terms of the tendered total of the prices". No deviations from Annexure JJ are permitted without the approval of the Project Manager. We have a number of serious concerns with this approach:</p> <ul style="list-style-type: none"> • TNPA will not contract without following a procedure that is fair, equitable, transparent, competitive and cost-effective. Despite this, TNPA requires bidders to choose and specifically identify the proposed Subcontractors and to specify the value of each Subcontractor's works before the bid has been awarded. This makes it impossible for bidders to run fair, competitive and cost effective tenders for Subcontracted works. This is because the bidder has to identify and list in Annexure JJ the names of proposed Subcontractors before its bid to TNPA succeeds, before the designs for the project are completed and before the project is accurately costed. This means that: <ul style="list-style-type: none"> i. proposed Subcontractors have to be identified before the bidder can carry out a competitive tender which not only compromises fair procurement procedures but also compromises the bidder's corporate governance; ii. even if the actual percentage of each proposed Subcontractor's work is lower than that reflected in Annexure JJ, the bidder is bound by Annexure JJ causing cost inefficiencies; iii. the bid is being submitted at least 8 months before the Subcontractors will be appointed which may result in the exclusion from the Subcontractor tender of other and better subcontractors who may be available at the time that the Subcontractors are appointed. • Even if a bidder tried to put the Subcontracted works out to tender before submitting its bid to TNPA, Subcontractors are highly unlikely to respond to such a speculative and uncertain tender. Any such tender would have to be followed by another tender because any preliminary "expression of interest" tender is so uncertain and the costs cannot be determined (the project cost can only be determined when the designs for the terminal have been finalized and this will only happen if and when the bidder's bid succeeds). This "double tender" process is inefficient and expensive. • TNPA's requirement that proposed Subcontractors be identified upfront may mislead proposed Subcontractors by suggesting that they will be appointed to do the specified percentage of Subcontracted works: <ul style="list-style-type: none"> i. even though the bidder's bid has not yet been accepted by TNPA; and ii. even though the Subcontractor cannot be appointed without a proper competitive tender. 	<p>The specific goals are meant to implement transformation and preference in Transnet / TNPA in accordance with Transnet Preferential Procurement Policy (TPPP). It is imperative to achieve transformation and is up to the bidder to determine the appropriate or suitable scope of work for subcontracting. As per specific goal of subcontracting inserted in the RFP document as a requirement, it cannot be allocated points if subcontracted to generic or large enterprises even if they are 51% black owned.</p>
93		SCM	<p>In relation to Annexure JJ, is it TNPA's intention that bidders must commit to a list of proposed Subcontractors more than 8 months before the Subcontractors are actually appointed?</p>	<p>It is correct as the evidence required is also very clear. [Subcontracting is subject to the being appointed as a Preferred Bidder and award of the RFP].</p>
94		SCM	<p>In relation to Annexure JJ, is it TNPA's intention that bidders must commit a percentage of the contract value to each proposed Subcontractor before the project has been accurately costed and even though it is impossible to accurately prescribe the final percentage?</p>	<p>Yes, the bidders are required to subcontract as per specific goals</p>

95		SCM	In relation to Annexure JJ, is it TNPA's intention that bidders must commit to proposed Subcontractors without being able to first follow a fair, equitable, transparent, competitive and cost-effective tender process?	All RFP and Subcontracting requirements are actually following the guidance of Sec 217 of the constitution for which public entities are subjected to. We are achieving all you have mentioned although on your side we may not know which process you might be following to find a subcontractor for subcontracting.
96		SCM	In relation to Annexure JJ, please confirm despite the significant compromise to the fairness, competitiveness and cost-effectiveness of any tender issued by bidders for the Subcontracted Works, TNPA still requires bidders to specifically identify proposed Subcontractors and allocate, upfront, the percentage of the contract value comprising each Subcontractor's works in Annexure JJ?	All RFP and Subcontracting requirements are actually following the guidance of Sec 217 of the constitution for which public entities are subjected to. We are achieving all you have mentioned although on your side we may not know which process you might be following to find a subcontractor for subcontracting.
97		SCM	In relation to Annexure JJ, TNPA is requested to confirm that TNPA requires proposed Subcontractors and the percentage Subcontracted works to be specified despite the risk that this may mislead proposed Subcontractors?	Yes, the bidders are required to subcontract as per specific goals
98		Security + Engineering	While visiting the site we tried to access McBride Rd from the quayside and were stopped by security. As per tender this is a road for public use. Please clarify if this as it impacts the traffic flow around facility	Mcbride is not part of the project site. The TNPA security department can be contacted security passes at different check points.
99		NBD	Are we permitted to submit the bid documents online, or is a hard copy submission required? If a hard copy is necessary, please provide the physical address for submission.	Documents are to be submitted online as per RFP procedure
100		SHE	Is it permissible to place bitumen tanks on the property as part of our proposed solution?	The primary bid requirements need to be met ie. Agricultural Dry Bulk and Compatible Cargo. The rules of the secondary bid response need to be followed for TNPA to consider Bituman