

REF NO: 051/2025/PMID/STUDY/RFB NOTICE NO. 7

9 July 2026

***CONSULTING SERVICES FOR THE MZIMVUBU WATER PROJECT FOR THE PROVISION OF
INTEGRATED WATER SERVICES MASTERPLAN AND IMPLEMENTATION READINESS STUDY***

Dear Bidder,

TCTA acknowledges receipt of the requests for clarification listed in the attached table. The response to each request for clarification is provided in the attached table.

Yours faithfully

Acquisition Manager: Capital Projects

TABLE 1: BIDDER'S REQUESTS FOR CLARIFICATION AND TCTA RESPONSES

Item	Description or Bidder's Query and TCTA Response
1.	There are two clauses related to non-conformance penalties for Skills Development included in Appendix 1: Scope of Services, i.e. Clause 3.8.2 and Clause 3.8.4. Please confirm which clause is applicable. Please note also that the penalty stated in Clause 3.8.4 may not be feasible as it is unlikely that persons working on the project will be able to be registered as a professional within a one-year period (i.e. the contract duration). 1. <i>Both clauses serve different purposes and are read together:</i> Clause 3.8.2 sets out the formula for calculating the penalty for failure to achieve the Contract Skills Development Goal (CSDG) in terms of the CIDB B.U.I.L.D. Programme: $\text{Penalty} = (\text{Contracted Target Hours} - \text{Actual Hours}) \div 150$ Clause 3.8.4 sets out the penalty for failure to achieve specified skills development targets per category/sub-task at completion, calculated on individual category spend and respective targets, with a specific penalty of R450,000.00 per person not registered as a professional <i>Both clauses are applicable — Clause 3.8.2 governs CSDG hour-based targets and Clause 3.8.4 governs professional registration targets.</i> 2. <i>Feasibility of the R450,000 professional registration penalty within a 12-month contract?</i> <i>In the event that the consultant fails to provide a reasonable explanation to the employer for any failure to achieve the contract skills development goal, the sanctions as provided in the contract apply. Bidders are at a discretion to engage candidates to participate in the programme and therefore bidders may appoint candidates who have progressed to an extend where the criteria may be achieved.</i>
2.	Clause 1.8 'Task 5 – Skills Development as per CIDB B.U.I.L.D. Programme' in Appendix 2: Items to be Provided by the Client states that 'Graduate engineer(s), technologist(s), technician(s) and environmental scientist(s) may, however, be seconded to the Consultant for training and skills development to build capacity in TCTA and the built industry. A Provisional Sum is provided in Appendix 3 of the Agreement.' Although Clause 1.4 'Provisional Sums' in Appendix 3: Remuneration and Payment lists "Secondment of TCTA Graduates, Engineers and Scientists" under Appendix 2: Personnel, Equipment, Facilities and Services of others to be provided by the Client' as a Provisional Sum item, no amount has been allocated. Please advise what provisional sum amount should be allowed for. <i>TCTA has acknowledged the gap in the RFB document and confirms that the provision for Provisional Sum has been included in the RFB. Addendum 04 was issued to this effect with Annexure H Summary of Cost Estimate being revised to add a line item for Provisional Sum.</i>
3.	Clause 1.4 'Provisional Sums' in Appendix 3: Remuneration and Payment states that 'Provisional Sum items listed under Summary of Cost Estimate (Returnable) shall be expended only on the instruction or with the prior written approval of TCTA, as Additional Services or Exceptional Services. The TCTA shall pay or reimburse the Consultant a fixed mark-up on handling/administration charges, which will not be subject to price changes where relevant.' No provisional sum amounts are provided in the RFB. Please indicate what provisional sum amounts should be allowed for. Please also indicate the fixed mark-up on handling/administration charges which shall be applicable, or whether the mark-up should be specified by Bidders. <i>This query identifies two related gaps in the bid documentation that TCTA has resolved in a form of Addendum, Namely, Provisional Sum Amounts and Fixed Mark-Up on Handling/Administration Charges</i>

	<i>TCTA has acknowledged the gap in the RFB document and confirms that the provision for Provisional Sum has been included in the RFB. Addendum 04 was issued to this effect with Annexure H Summary of Cost Estimate being revised to add a line item for Provisional Sum and also to enable bidders to include their proposed fixed mark-up factor.</i>
4.	Functionality sub-criterion no. 2.4 'Stakeholder Engagement Specialist/Manager' requires the incumbent to have a degree in Communications or Development Studies, and experience in social and stakeholder facilitation, as well as drafting of inter-governmental memoranda of agreements (MOAs). Drafting of inter-governmental MOAs is typically undertaken by professionals with a legal background and not professionals whose main role/experience is in social and stakeholder facilitation. We request that this restrictive sub-criterion/requirement for the Stakeholder Engagement Specialist/Manager to have experience in the drafting of intergovernmental MOAs be reconsidered. <i>The resource's experience in facilitating the drafting of MOA will also be considered for evaluation. An addendum will be issued to allow for the provision in the evaluation of the criterion.</i>
5.	Clause 1.5 'Project Logistics' in Appendix 1: Scope of Services states that 'Meetings will be held on site, virtually and/or in the Mthatha Mzimvubu PMO facilities, King Williams Town or East London DWS offices. Clause 3.7.7.2 'Meetings' states that regular and ad-hoc meetings as requested by TCTA or the Consultant may be in-person at 'TCTA offices in Centurion and at construction sites in KZN' or virtual. It is assumed that 'construction sites in KZN' have erroneously been included. Please confirm that in-person meetings will be held at TCTA offices in Centurion, and whether the meetings will also be held in the Eastern Cape. <i>The reference to "construction sites in KZN" is confirmed as an error.</i> <i>TCTA has corrected the erroneous reference in Clause 3.7.7.2 to ensure all bidders price on a consistent and accurate basis. An Addendum 04 was issued to this effect, Appendix 1 Scope of Services has been amended to indicate the correct meeting locations.</i>
6.	The description on MBD 1 states "Water Resource Planning of Nwamitwa Dam". Should it not be Mzimvubu? Please kindly advise <i>Error confirmed in the description on the SBD 1 (Annexure P), the SBD 1 must reflect the RFB description. (Consulting services for the Mzimvubu Water Project for the provision of Integrated Water Services Masterplan and implementation readiness study). TCTA issued addendum 04 to correct the erroneous reference.</i>
7.	Annexure J of the bid document require the bidders to provide very sensitive and confidential information in terms of the Cost-To-Company rates. Would requesting such personal information not be in contravention of the POPI Act? Should we wish to not disclose this information, would we be disqualified?

ANNEXURE J: PERSONNEL BILLING RATES

- The bidder should provide the data below for each personnel.
- All positions should be indicated, and all personnel' names should be provided.
- Mark-up factors brought forward from "Personnel Mark-up Factors".
- Carry billing rates to "Personnel Costs".
- The period applicable to the billing rates is one calendar month.
- Salary = Cost-To-Company Remuneration.

Average Cost-To-Company		Personnel in Home Office			Personnel Resident on Site		
Annual	Monthly	Category	Mark-up	Rate	Category	Mark-up	Rate
		H1			R1		
		H2			R2		
		H3			R3		
		H4			R4		
		H5			R5		
		H6			R6		
		H7			R7		
		H8			R8		
		H9			R9		
		H10			R10		
		H11			R11		
		H12			R12		

POPIA regulates the receiving and processing of third parties' information, it does not exclude the ability to solicit information from third parties for a legitimate process. It is the party's discretion to participate in the bid, subject to the set criteria, the request is not a contravention, the information required is solicited exclusively and limited to the purpose of evaluation. In the absence of such information, TCTA will not be able to evaluate the bid against other competitors. All bidder information is treated with confidentiality and maybe only be processed in line with POPIA provisions.

With respect to the recent bid notice REF NO: 051/2025/PMID/STUDY/RFB NOTICE NO. 4, Answer no. 3 shown below, please could you advise whether a formal QRA process with contingency recommendations, tied specifically to capital cost and execution schedule is required? And if so specifically for the water treatment works, pump stations, reservoirs, pipelines, and reticulation, and not including the Ntabelanga Dam?

3.	Is a Quantitative risk assessment (QRA) with associated workshop required, once the capital and project execution schedule have been completed, to assign estimate accuracy and recommend contingency for the project?
	<i>The RFB does not explicitly require a QRA with associated workshop as a named deliverable. However, the following are confirmed requirements that overlap with this scope:</i>
	• <i>A Fiscal Risk Register is a required deliverable under Task 5 (Section 3.5, Appendix 1)</i> • <i>Sub-Task 7.8 requires the PSP to develop, maintain and continuously update a risk register (with assumptions log) for the Services and Project implementation</i> • <i>A Lessons Learnt Workshop is referenced as a probable Additional/Exceptional Service under Section 3.7.4.2</i> <i>A formal QRA process with contingency recommendations, tied specifically to capital cost and execution schedule, is not expressly mandated. Bidders requiring confirmation on whether this level of quantitative risk modelling is expected should submit a formal clarification request to TCTA before the deadline</i>

Bidders must remove the following statement in the response provided in TENDER NOTICE NO. 4 Item 3 as it shall not be part of the response issued for this tender; the statement was erroneously left in the response:

"Bidders requiring confirmation on whether this level of quantitative risk modelling is expected should submit a formal clarification request to TCTA before the deadline"

The remaining part of the response shall therefore remain the official TCTA's response to this query and for the query in TENDER NOTICE NO. 4 Item 3 as follows:

The RFB does not explicitly require a QRA with associated workshop as a named deliverable. However, the following are confirmed requirements that overlap with this scope:

- ***A Fiscal Risk Register is a required deliverable under Task 5 (Section 3.5, Appendix 1)***
- ***Sub-Task 7.8 requires the PSP to develop, maintain and continuously update a risk register (with assumptions log) for the Services and Project implementation***

	• A Lessons Learnt Workshop is referenced as a probable Additional/Exceptional Service under Section 3.7.4.2 A formal QRA process with contingency recommendations, tied specifically to capital cost and execution schedule, is not expressly mandated.
9.	It is our current understanding that Annexure J is to be populated according to the “Agreement Appendix 3”. However, Appendix 3 allows for the following only: • Engineers • Technologists • Technicians • Scientists With reference to the Stage 3 Functionality Evaluation, can it please be confirmed how the following are to be dealt with into the population of Annexure J: • Financial modelling team • Stakeholder engagement team as Appendix 3 is silent about these and these teams cannot be mixed with the engineering team as it will result in skew rates.
	<i>An addendum will be issued to update Section 1.2.1 Personnel Categories and Levels of bid document 05 Bid_Agreement_Appendix 3_Remuneration+Payment to include Stakeholder Engagement Manager and Financial Modeller.</i>
10.	Can the following please be clarified: 1. With reference to Tender Notice 2 Item 20, the population of the Bid Proposal Annexure J requires more clarification: It is the current understanding that, according to Tender Notice 2 Item 20, the billing rates for all personnel are to be included in Annexure J. However, Annexure J does not contain a column requesting for the name of personnel. Can an additional column be added as a first column to Annexure J? 2. With reference to Appendix 2, where is the Consultant’s fixed percentage to be added? Should it be indicated in Annexure H as an additional line item per task?
	1. <i>With reference to Tender Notice 2 Item 20, the population of the Bid Proposal Annexure J requires more clarification: It is the current understanding that, according to Tender Notice 2 Item 20, the billing rates for all personnel are to be included in Annexure J. However, Annexure J does not contain a column requesting for the name of personnel. Can an additional column be added as a first column to Annexure J?</i> No, Personnel names are to be detailed in ANNEXURE I: PERSONNEL COSTS 2. <i>With reference to Appendix 2, where is the Consultant’s fixed percentage to be added? Should it be indicated in Annexure H as an additional line item per task?</i> Addendum 04 was issued to this effect with Annexure H Summary of Cost Estimate being revised to add a line item for Provisional Sum and also to enable bidders to include their proposed fixed mark-up factor.