

REF NO: 012/2023/PMID/INFRASTRUCTURE/RFB NOTICE. 8

06 DECEMBER 2023

**CONSULTANCY SERVICES FOR uMWP-1: SMITHFIELD DAM AND ASSOCIATED
INFRASTRUCTURE FOR 95 MONTHS**

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

Azwi Nelwamondo
Senior Manager: Procurement

NO.	REQUESTS FOR CLARIFICATION	TCTA RESPONSES
1	In Addendum No.3, a list of personnel requirements is provided and include positions such Draughtsperson, Messenger/Driver, Information Officer, Office manager, Clerk administrator etc. These positions do not fall into the categories and levels as specified in Clause 1.2.3 of the RFB. Please confirm how these positions should be categorised for inclusion in the personnel billing rates e.g. Annexure I? Dam Addendum 3 provides the required staff for Stage 3 Site Supervision. Please indicate whether time (person months) should be included in the tender for the Approved Professional Person for quality assurance during construction which is required in accordance with the Dam Safety Act and Regulations.	AGREEMENT: APPENDIX 3: REMUNERATION AND PAYMENT: 1.2.1 Personnel Categories and Levels Considering the above: - A draughtsperson could be an engineer, technologist or technician depending on qualifications. - The categorisation and level are for technical personnel only considering the bulk of Services. Bidders can categorise other non-technical personnel according to their preference, but the position must be clear, e.g. office manager, messenger/driver. Bidders are required to include all personnel they need to render the required Services. Please refer to the extracts from the same addendum under important notice: “The personnel and time allocations indicated by TCTA to supervise the Works in the table above are deemed as the minimum requirements to perform the Services under Task 3: Construction Supervision. These minimum requirements are limited to dedicated full-time “Personnel Resident on Site” only. The Consultant must include additional personnel and time where the minimum requirements indicated by TCTA are deemed insufficient to fulfil the Consultant’s obligations under this Agreement.” “Bidders shall determine and indicate all their personnel and time allocations to successfully perform the Services and fulfil the obligations under this Agreement per ANNEXURE B: PERSONNEL EXPERIENCE, ANNEXURE M: MANPOWER SCHEDULE and price schedules, including learners and “Personnel in Home Office” who will be

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	Dam Addendum 3 provides the required staff for Stage 3 Site Supervision. Please indicate the scope of services and terms of reference for a requested Information officer	required to undertake inspections, supervision/monitoring and approvals/sign-offs of construction activities during Task 3: Construction Supervision.” The information officer will be responsible for site visits requested by interested and affected parties (community members, landowners, school children, etc.) and provide information during the visits. Site visits requested by engineers, technologies, scientists or technical organisations will be carried out by the Consultant’s technical personnel resident at the construction site.
2	In Annexure G, Item 8 in the table requires “Consultants Overall mark-up on 7 Estimated at%”. Is the intention that this % is to be the same as that required under Item 10 “Administrative handling charges” in the table of Annexure K. If not, please explain the requirement of Item 10?	Items 2, 3, 5, 7 and 8 are computed/calculated separately per the Annexure G and must be added per item 10, i.e. sub-total. Item 10 in Annexure K has only to do with administrative handling charges associated with direct reimbursable costs, while item 8 in Annexure G is the Consultant’s overall mark-up on the subtotal of provisional items (cost) of the project.
3	Annexure K – Item 4 is “Per diem (nights away from home office) / monthly allowances for resident staff”. Item 5 also has “Monthly allowance for on-site resident staff”. Please confirm that Item 4 should then only read “Per diem (nights away from home office)” and that this will then be for short overnight stays only? Annexure K - Item 11: “Estimate of dues and charges”, please explain the intention of this item?	Please refer to the third bullet on the same annexure: “The bidder must amend and add other items as s/he deems necessary.” An amount owed or a price for any service rendered, or goods supplied to the Consultant to render the Services, i.e. disbursements. Again, if not applicable to you, and as per the response above, “the bidder must amend and add other items as s/he deems necessary.”

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	Annexure K -Items 6, 12, 14, 15 and 20. These items all relate to the accommodation of resident staff on site in site offices and in homes for the period of construction (54 months as specified in Addendum 3). It is normal practice to cater for these items in the Works Contract (construction contract) where the Contractor will provide on-site offices and a site village for all resident staff. The latter being necessary where construction sites are remote and alternative accommodation arrangements are not available. Included in the site offices will be provision for office furniture (Item14) and office equipment (Item 15) and with this would be the cost of maintenance of equipment (Item 6). Item 12 for utility charges, would also be included in the Works contract for the provision of electricity, water and telecommunications at the site offices and in the site village. Contractors are experienced in providing such facilities and all their experience will be needed on this project to consider all the requirements, determine where the site offices and site village are best located and how they are to be constructed and serviced. This will all need to be considered very carefully by TCTA, local authorities and the Contractor to develop a plan and provide costs estimates for implementation. It is extremely difficult for costs to be estimated for this Bid and without specifications and quantities to work off, any broadly estimated costs to be included in this bid will vary considerably across Bidders and this will complicate adjudication. It is suggested that Provisional Sums should be provided for these Items or should be disregarded for this Bid.	In addition to the above, the annexure must be read with AGREEMENT: APPENDIX 2: PERSONNEL, EQUIPMENT, FACILITIES AND SERVICES OF OTHERS TO BE PROVIDED BY THE CLIENT – all the items that will be provided under the construction contract are specified. For example, “site offices with office furniture and desk telephones only, including...” will be provided under the construction contract. All the items that will be provided under the construction contract will be insured by TCTA, not the Consultant. Refer to a separate clarification/notice letter with our response relating to “site visit for all resident staff” or staff accommodation.

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	Annexure K – Item 9 "Insurances": A large part of insurance provisions will relate to the Items queried in point 5 above. If these facilities and equipment are all to be covered under the Works Contract, then provision for insurances will also be covered there. It is not possible to estimate insurance costs at this bidding stage without knowing exactly what facilities and equipment are to be provided for. It is suggested that a Provisional Sum should be provided for this Items or it should be disregarded for this Bid	As stated above, the bid document defines what will be provided to the Consultant by TCTA through the construction contract. The Consultant must provide insurances as outlined in Clause 7.1.1 of THE CONDITIONS OF THE CLIENT/CONSULTANT MODEL SERVICES AGREEMENT.