

REF NO: 012/2023/PMID/INFRASTRUCTURE/RFB NOTICE. 9

13 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	Scope of Services: Clause 3.2.2.1: The RFP clearly states that “The Consultant must ensure and manage the implementation of the following, i.e. this task and Task 3: Construction Supervision.” Please can you clarify that the Consultant will only be responsible for the management of the implementation, i.e. oversight and Project Management, but the actual physical work will be done by a Contractor and priced for under the “Additional Services”? Further will this apply to all the plans i.e.: i. Biodiversity Offsets and Compensation Plan (CapEx-related activities and short-term maintenance only); ii. Search, Rescue and Relocation Plan; iii. Habitat Rehabilitation and Restoration Plan; iv. Heritage resources and palaeontological management plan; v. Resettlement Action Plan; and vi. Stormwater Management Plan?	The Consultant is not expected nor required to do any actual or physical work relating to construction or implementation of plans. However, the Consultant will be required to ensure that all work done by the contractor is according to the contract specifications and laws of South Africa. Construction and implementation (i.e. plans) activities will be carried out by the main contractor or by construction and specialist contractors (subcontractors) appointed by the main contractor. This will be managed and supervised by the Consultant. The contractor (main) will be appointed per 3.5.9 Sub-Task 5.9: Procurement Management, which is part of the Consultant’s Scope of Services. Also, “the Consultant shall prepare bid or tender documents [Section 3.1.1.15: Tender Document], advertise, manage the bidding process (i.e. advert, evaluation, award), and establish and manage the contracts as part of their Scope of Services. As such, the Services above are normal and will not be “priced under Additional Services”. Stormwater management plan: Refer to our response under a separate request for clarification notice.
2	Annexure F: Letter of Offer by the Bidder With reference to the requirements for the Letter of Offer as detailed in Annexure F, and also Notice 1: Item 13, it is noted that escalation is not included as part of the price evaluation (Stage 5). However, the requirements for the Letter of Offer state that escalation should be included in the letter. In light of Notice 1, please confirm whether the total to be included in the Letter of Offer should include or exclude escalation, and if the latter, please issue an amendment to that effect.	Under Notice 2 (not 1): Item 13, we were responding to the query that the evaluation (Stage 5) will not be fair with escalation (estimate) due to the possible variances amongst bidders. Our response was that “...TCTA will not include the escalation as part of the price evaluation (Stage 5)”. Submissions under Annexure F (inclusive of escalation and VAT in Rands) will be read with Annexure G where escalation and VAT are standalone items in Annexure G. Bidders must ensure that Annexure F is aligned with Annexure G, i.e. total cost estimate (i.e. price). Escalation (estimate) will be used for the award/administration of the contract/Agreement.