

**The Inner City and King Shaka Airport Linkage Tram/Light Rail System Feasibility Study****CONTRACT NO. 1T- 27826****22 October 2024****TENDERERS FOR THE ABOVE-MENTIONED CONTRACT ARE HEREBY NOTIFIED OF THE RESPONSES TO QUESTIONS SUBMITTED.****Question 1:**

In the table on page 12 of the Tender Functionality Specifications, there are 10 key staff listed, but on page 54, there are 11. Could you confirm which page is accurate?

Answer: **An addendum has been issued to address this query. In terms of the Key Resource table the table below is now applicable.**

Table 1

Experience of Key Resources in executing work of similar nature								
Job Title	Minimum Qualification Required	Professional Registration Required	Number of Years' Relevant Experience on projects of a similar nature					Total Points (30)
			Level 0 0 pts	Level 1 1-40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Principal Consultant/Project Manager	BSc Eng, BEng, MTRP, or Project Management Degree	Pr. Eng or Pr. Plan or PMP (or any project management accreditation)	No Submission	<8	> 8 ≤ 10	> 10 ≤ 12	> 12	5
Civil Engineer (Rail Specialist)	BSc Eng, BEng, or BTech	Pr. Eng or Pr Tech Eng or Any Relevant Registration	No Submission	<8	> 8 ≤ 10	> 10 ≤ 12	> 12	4
Transportation/Traffic Engineer (Rail Specialist)	BSc Eng, BEng, or BTech	Pr. Eng or Pr Tech Eng or Any Relevant Registration	No Submission	<8	> 8 ≤ 10	> 10 ≤ 12	> 12	4
Mechanical Engineer (Fleet Designer)	BSc Eng, BEng, or BTech	Pr. Eng or Pr. Tech Eng or Any Relevant	No Submission	<8	> 8 ≤ 10	> 10 ≤ 12	> 12	3

		Registration						
Financial Analyst	Relevant qualification	Any Relevant Registration	No Submission	<8	> 8 ≤ 10	> 10 ≤ 12	> 12	2
Quantity Surveyor	BSc QS, B.Tech QS	Pr. QS or Pr. Tech QS or Any Relevant Registration	No Submission	<8	> 8 ≤ 10	> 10 ≤ 12	> 12	2
Town Planner	BTech TRP or B TRP or MTRP	Pr. Plan or Any Relevant Registration	No Submission	<8	> 8 ≤ 10	> 10 ≤ 12	> 12	2
GIS Specialist	BSc Geomatics, Geoinformation	SAGC or Any Relevant Registration	No Submission	<8	> 8 ≤ 10	> 10 ≤ 12	> 12	1
Electrical Engineer	BSc Eng, BEng, or BTech	Pr. Eng or Pr Tech Eng or Any Relevant Registration	No Submission	<8	> 8 ≤ 10	> 10 ≤ 12	> 12	2
Transport Economist	BCom (Transport), bachelor's degree, or Postgrad Qualification in Transport Economics	Any Relevant Registration	No Submission	<8	> 8 ≤ 10	> 10 ≤ 12	> 12	1
Environmental Specialist	Relevant qualification in Environmental Science	Any Relevant Registration	No Submission	<8	> 8 ≤ 10	> 10 ≤ 12	> 12	1
Stakeholder Engagement Specialist	Relevant qualification	N/A	No Submission	<8	> 8 ≤ 10	> 10 ≤ 12	> 12	1
Legal/Contractual Specialist	LLB or relevant Law degree	Admitted attorney/legal professional registration or Any Relevant Registration	No Submission	<8	> 8 ≤ 10	> 10 ≤ 12	> 12	1
Transactional Advisory Specialist	Bachelor's degree in business, Finance, or Economics	Any Relevant Registration	No Submission	<8	> 8 ≤ 10	> 10 ≤ 12	> 12	1

Question 2:

On page 12, the professional registration requirement is described as “Pr. Eng or Pr. Plan PMP.” Could you clarify whether this means: a. Pr Eng + PMP or Pr Plan + PMP, which is typical for large, multidisciplinary, technical transport projects, or b. Pr Eng or Pr Plan or PMP?

Answer: **Key project team members are not required to hold all professional registrations. Instead, they must hold any of the specified registrations (e.g., Pr. Eng or Pr. Plan or PMP).**

Question 3:

The table on page 12 lists three key roles (Traffic Engineer/Transport Planner, Civil Engineer, and Rail Specialist), while page 54 refers to two (Civil Engineer (Rail Specialist) and Transportation/Traffic Engineer (Rail Specialist)). Could you confirm which page provides the correct number of key roles?

Answer: **The Rail specialist is not a standalone role; hence we require a Civil and Traffic Engineer with Rail experience.**

Question 4:

Page 54 mentions a Transaction Advisor, but this role is not listed on page 12. Should we assume that a Transaction Advisor is indeed required to handle legal/contractual aspects? Please confirm.

Answer: **Transactional Advisory is required, the table for key resources has been amended to include a standalone legal/contractual specialist.**

Question 5:

Could you confirm if the deliverables are intended to be sequential, from Deliverable 1 through Deliverable 4? It seems as though the Cost Benefit Analysis is requested early, before other preliminary work is done.

Answer: **The deliverables listed in the Terms of Reference (ToR) are not necessarily intended to be sequential. While the Cost Benefit Analysis (CBA) is listed early, it is understood that this analysis cannot be fully completed until some preliminary work, such as demand analysis, route assessment, and network design, is carried out.**

Question 6:

Should all cost estimates be at the feasibility study level, considering that no geotechnical information is requested for conceptual design guidance?

Answer: **Yes, all cost estimates should be developed at the feasibility study level. Given that no geotechnical information is required, the estimates will primarily rely on high-level assumptions and available data. This approach provides a general overview of costs, recognizing that further refinement will be necessary once more detailed information, such as geotechnical data, is available during later stages.**

Question 7:

Are the conceptual alignments fixed, or is there flexibility to propose relocations to optimize integration with PRASA services and patronage levels?

Answer: **There is flexibility in the conceptual alignments for the tram system**

Question 8:

Is "LRT systems planning" expected to determine the rolling stock fleet requirements?

Answer: Yes

Question 9:

Will LRT depot facilities be included in the scope? If so, are there any identified locations, or should we propose potential sites?

Answer: **Yes, depot facilities are required, and potential sites need to be proposed.**

Question 10:

Have any discussions been held with the Department of Transport (DoT) or PRASA regarding the LRT? If so, are there outcomes from these discussions that can be shared?

Answer: **No**

Question 11:

Under the additional conditions of contract C1.2.3.2 states that 10% retention will be applied. (shown below)

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

The additional conditions of contract are:

C1.2.3.1 PERFORMANCE MONITORING OF SERVICE PROVIDERS

For contract awards that are greater than R10m, the Service Provider shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy.

C1.2.3.2 RETENTION

For consultant services in respect of construction contracts, 10% retention will be applied until the provision and acceptance of the final 'as-built' drawings.

But under the pricing instructions C2.1.2 refers to maximum retention of 15%. (shown below)

PART C2 : PRICING DATA
C2.1 : PRICING INSTRUCTIONS

- C 2.1.1 The Service Provider is required to provide all the services necessary to undertake the project requirements in accordance with the Scope of Work. This includes all things necessary and incidental to providing the Services, including appointment and payment of subcontractors.
- C 2.1.2 The sole basis for the remuneration of the Service Provider to be appointed to proceed with the project shall be:
- C 2.1.2.1 On the basis of agreed deliverables, milestones, and anticipated cash-flows, at the inception of the project. The Municipality reserves the right to retain up to a maximum of 15% of the tendered value, until the project is fully completed.

Answer: **The maximum retention is 15% but it does not apply to this contract**

Question 12:

Resourcing on page 12. One of the resources listed is a Fleet Designer with mechanical engineering qualifications. Can you clarify if this role refers to a Transport Operations Specialist who looks at fleet requirements? If so, would it suffice to have a Civil Engineer with relevant operational planning experience fill this role?

Answer: **No these are separate roles the Fleet Designer is required to design the look and feel of the tram, the actual rolling stock. the Mechanical Engineer focuses on the tram fleet design, energy efficiency, and maintenance planning to ensure the vehicles meet the operational needs of the system.**

Question 13:

Transport Economist vs. Financial Analyst:

Are you looking for either one of these roles, not necessarily both?

Answer: **Both are required. This has been addressed in the addendum.**

Question 14:

Company Experience Clarification:

On page 11 of the Terms of Reference, it states "projects of a similar nature within the last 10 years." For confirmation, does this refer to broader **transport planning, economic evaluation, and feasibility studies for transport systems**, not exclusively for rail feasibility studies?

Answer: **We require experience in projects related to rail planning.**

Question 15:

On page 44 under contractual information, the **limits of liability** are not mentioned. Could we get clarity on the maximum limit of liability, as it is not specified in the Terms of Reference?

In terms of F.3.2 of the tender document: Addenda will be published, in electronic format, on the same platform(s) as the Tender Notification (refer to F.1.2). **Tenderers for the above-mentioned contract are hereby notified as follows. This Addendum serves as queries made thus far with changes as follows:**

Page 43 - C1.2.2 CONTRACT DATA

5.4.1:

5.4.1 The Service Provider is required to provide Professional indemnity in an amount as set out in the Professional Indemnity Schedule.

1. Insurance against: Professional Indemnity

Cover is: R 1,500,000

Period of cover: Duration of the Contract

2. Insurance against: Public Liability

Cover is: R 1,000,000

Period of cover: Duration of the Contract

Question 16:

Professional Indemnity Query:

We have a similar question regarding **professional indemnity**. On page 44, it mentions **R4 million** for professional indemnity, but on page 45, under clause 13.13, the minimum professional indemnity requested is the total project value. Can we get clarity on the required amount?

Answer:

5.4.1 The Service Provider is required to provide Professional indemnity in an amount as set out in the Professional Indemnity Schedule.

1. Insurance against: Professional Indemnity

Cover is: R 1,500,000

Period of cover: Duration of the Contract

2. Insurance against: Public Liability

Cover is: R 1,000,000

Period of cover: Duration of the Contract

Question 17:

Sub-Consultants and Tender Submission:

Will **sub-consultants** be allowed to submit tenders with more than one lead company?

Answer: Yes, provided that the sub-consultant agreement states that the sub-consultant(s) will be available for the duration of the project.

Question 18:

Preference Points:

On page 8, regarding preference points, the weighting applied needs to be checked. Is the calculation depended on these weighting applied or just points in which they Should total 20? or is there a different calculation?

Answer: Calculations are based on 20 Points for specific goals.

Question 19:

Town Planner Role:

On page 39, a **Town Planner** isn't listed in the experience of key personnel, but on page 56, it is included in the **Key Project Team Members**. Do we need to include a **Town Planner** in the team?

Answer: Town Planner is a key project team member. This has been addressed in the addendum.

Question 20:

Broad Clarifications on Study Type:

Will this feasibility study be followed by a **more detailed study**, like a **Detailed Project Report (DPR)**, or is this study expected to contain elements of a DPR? Should we plan for **topographic surveys** and other engineering surveys (e.g., **geotech**) as part of this study, especially since **land acquisition** is mentioned? Additionally, are we looking at **horizontal and vertical alignment** design for the tram system, or just broad alignment?

Answer: The feasibility study will serve as a foundational document, but it is expected that a more detailed study, such as a Detailed Project Report (DPR), will follow. The feasibility study may contain some elements of a DPR, but detailed design and engineering specifics will be addressed in the subsequent

studies.

Answer: Yes, high level planning for topographic and other engineering surveys, including geotechnical assessments, is essential as part of this feasibility study, particularly due to the mention of land acquisition. These surveys will provide necessary data for effective project planning and design.

Answer: The focus of this study will primarily be on broad alignment. However, it is important to consider that conceptual horizontal and vertical alignment considerations may be addressed to inform the feasibility and integration of the tram system within the urban landscape.

Question 21:

The **IPTN Plan** is mentioned. Will this be shared with bidders, or is it available in the public domain?

Answer: yes, it's available in the public domain see the link

Question 22:

Proposing **Additional Resources**:

Can we propose additional resources that we feel are necessary, such as an **Institutional Design Expert** with a legal background, or is it expected that the **Transactional Advisory Specialist** will cover this role? If we believe a different resource is more suitable, would that be accepted?

Answer: yes if it aligns with the Scope of the Project.

Question 23:

The documents are relatively silent on evaluating the impacts on the **road network**. Considering that the tram system will operate in the **inner city** and there may be substantial land take from the road network, will there be any **evaluation of road-based traffic impacts** as part of this feasibility study?

Answer: Yes, an evaluation of road-based traffic impacts will be included in the feasibility study. Given the tram system's operation within the inner city and the potential for significant land acquisition from the existing road network, it is crucial to assess how these changes will affect traffic flow, congestion, and overall accessibility in the area. This evaluation will help identify necessary mitigation measures and ensure the tram system integrates effectively with the existing transportation network.

Question 24:

Please can you confirm that the company awarded this feasibility study won't be precluded from doing any downstream work related to this project, as such there is no conflict to participate in downstream work directly or indirectly related to this project.

No that would be treated as a new contract.

Question 25:

Page 53: The scope is vague on the transaction advisory services – contract development item on page 53. Please can you elaborate on the scope and level of detail that will be required as delivery for this item.

Further to the above question on the on the transaction advisory services – contract development item on page 53, please could your advice on the level of support and detail required for the contract development. From our understanding of the communication at the clarification meeting, the next phase/part of the project will be a detailed engineering phase. As such please could you confirm that the Technical Advisory services is a technical role and not finance and legal Advisory services, the drafting of RFQs and evaluation of RFQs will not be required as part of the scope.

Transactional Advisory services will involve the creation of various contracts relating to a tram system including those for public-private partnership and ensuring that all agreements both legal and financial are efficiently structured.

Question 26:

Page 8,9 &24: The specific goals points allocation is different on page 8&9 when compared to page 24. Please can you confirm the specific goals points allocation.

In terms of F.3.2 of the tender document: Addenda will be published, in electronic format, on the same. Tenderers for the above-mentioned contract are.

hereby notified as follows. This Addendum serves as queries made thus far with changes as follows:

Replace Table 1 on Page 24 with:

TABLE 1: Specific Goals for the tender and maximum points for each goal are indicated per the table below.

Tenderers are to indicate their points claim for each of the Specific Goals in the shaded blocks.

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Number of points CLAIMED (80/20 system)
Ownership Goal: Race (black)	16	
RDP Goal: The promotion of South African owned enterprises.	4	
Total CLAIMED Points (20 Maximum)		

Question 27:

Page 44: The contractual information doesn't mention the maximum limit of liability. Please could the maximum limit of liability be confirmed or is the maximum limit of liability as per the **CIDB Document July 2009 3rd Edition (Clause 13.5.1)**, which states that the if not stated in contract data, then **"equal to twice the amount of fees payable to service Provider under the contract excluding reimbursement and expenses for items other than salaries of Personnel, in respect of non-insurable events"**.

13.5	Limit of Compensation
13.5.1	Unless otherwise indicated in the Contract Data, the maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:
a)	the sum insured in terms of 5.4 in respect of insurable events; and
b)	the sum stated in the Contract Data or, where no such amount is stated, to an amount equal to twice the amount of fees payable to the Service Provider under the Contract, excluding reimbursement and expenses for items other than salaries of Personnel, in respect of non-insurable events.

In terms of F.3.2 of the tender document: Addenda will be published, in electronic format, on the same platform(s) as the Tender Notification (refer to F.1.2). **Tenderers for the above-mentioned contract are hereby notified as follows. This Addendum serves as queries made thus far with changes as follows:**

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Cover is: R 1,000,000

Period of cover: Duration of the Contract

Question 27:

As raised at the tender clarification meeting, please could you confirm that the technical scope delivery only includes horizontal alignments and not vertical alignments. This being so and referring to Point 2 above, we would assume that full transactional advisory services are not in consideration here as this would require a much higher level of design before entering into a full PPP environment.

The focus of this study will primarily be on broad alignment. However, it is important to consider that conceptual horizontal and vertical alignment considerations may be addressed to inform the feasibility and integration of the tram system within the urban landscape.

Question 28:

Please can you confirm whether the intention of the scope is to evaluate the tram loops in the city/CBD as well the light rail/tram link for the full corridor extending to the King Shaka International Airport.

The Light Rail/Tram is to be investigated for both the Inner-City and the King Shaka Link.