

Ref No: 013/2022/PMID/UMWP-1/RFB Addendum No. 2

13 November 2023

Dear Bidder

CONSULTANCY SERVICES FOR uMWP-1: WATER CONVEYANCE INFRASTRUCTURE FOR 115 MONTHS

ADDENDUM NO. 2

Herewith please find Addendum No. 2 which forms an integral part of the above-mentioned RFB document.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AS FOLLOWS:

Complete the section below and **without delay** email a copy of this page to TCTA to confirm that you have received this addendum. The email address is tenders01@tcta.co.za.

Regards

.....
Azwi Nelwamondo
Senior Manager: Procurement

ATTENTION: THE RECEIVING OFFICER

I/We _____ herewith acknowledge receipt of
ADDENDUM NO. 2 for RFB NO. 013/2022/PMID/UMWP-1/RFB.

SIGNATURE: DATE:

ON BEHALF OF:

ADDENDUM NO. 2

1. 4. SCOPE OF WORK

4.1 Detailed Description of Goods/Services

Delete the following on the 6th bullet (page 11 of 538): "Black South Africans, Enterprise and Supplier".

2. ANNEXURE G: SUMMARY OF COST ESTIMATE

Replace the table with the following:

No	Cost Elements	Total (R)
1	Personnel Costs:	
	1. Tender Design and Documentation 2. Detailed Design 3. Construction Supervision 4. Post-Construction Monitoring 5. Project Management 6. Development Requirements	
2	Subtotal Personnel Costs	
3	Consultant's Fixed Fee on 2 at _____ %	
4	Direct Reimbursable Costs:	
	1. Tender Design and Documentation 2. Detailed Design 3. Construction Supervision 4. Post-Construction Monitoring 5. Project Management 6. Development Requirements	
5	Subtotal Direct Reimbursable Costs 4	
6	Provisional Items entered by TCTA:	
	1. TCTA Adjudication/Arbitration Costs 2. Assistance to TCTA 3. Hydropower plant complete scope of services 4. Project Vehicles and Accommodation for TCTA 5. Secondment of TCTA Graduates, Engineers and Scientists 6. Exceptional and Unforeseen Circumstances	5 000 000 113 000 000 25 000 000 8 500 000 1 000 000 85 000 000
7	Subtotal of Provisional Items	
8	Consultant's Overall Mark-Up on 7 ESTIMATED at _____ %	
9	Total Costs:	
10	Subtotal Excluding Escalation (2+3+5+7+8)	
11	Escalation (Personnel and Direct Reimbursable Costs) (ESTIMATE)	
12	Subtotal Including Escalation (10+11)	
13	VAT @ 15% (of 12)	
14	TOTAL COST ESTIMATE (12+13)	

3. ANNEXURE H: PERSONNEL COSTS SUMMARY OF PERSONNEL COSTS

Replace the table with the following:

Ref. No.	Task / Sub-Task No.	Description	Personnel Time and Cost	
			Person months	Amount (R)
1	Tender Design and Documentation			
	1.1	Engineering		
	1.2	Environmental, Social and Land Acquisition		
	1.3	Health and Safety		
	Subtotal 1. (carry to Summary of Cost Estimate):			
2	Detailed Design			
	2.1	Engineering		
	2.2	Environmental, Social and Land Acquisition		
	2.3	Health and Safety		
	Subtotal 2. (carry to Summary of Cost Estimate):			
3	Construction Supervision			
	3.1	Engineering		
	3.2	Environmental, Social and Land Acquisition		
	3.3	Health and Safety		
	Subtotal 3. (carry to Summary of Cost Estimate):			
4	Post-Construction Monitoring			
	4.1	Engineering		
	4.2	Environmental, Social and Land Acquisition		
	4.3	Health and Safety		
	Subtotal 4. (carry to Summary of Cost Estimate):			
5	Project Management			
	Subtotal 5. (carry to Summary of Cost Estimate):			
6	Supplier Development Requirements			
	6.1	Enterprise and Supplier Development		
	6.2	Skills Development		
	6.4	Monitoring and Reporting		
	Sub-Total 6. (carry to Summary of Cost Estimate):			
TOTAL PERSONNEL COST (Sub-Totals 1+2+3+4+5+6) :				

4. ANNEXURE M: MANPOWER SCHEDULE

Table heading (top right cell): Task 6: Black South Africans, Enterprise and Supplier Development Requirements: Delete the heading and replace it with the following: **"Task 6: Development Requirements"**.

Table sub-heading below the heading (top right cell): 6.2 Training and Skills Development: South African Black People" Delete the sub-heading and replace it with the following: **"6.2 Skills Development"**.

5. ANNEXURE S: AGREEMENT FORM AND APPENDICES AND THE CONDITIONS OF THE CLIENT/CONSULTANT MODEL SERVICES AGREEMENT *AGREEMENT FORM*

Paragraph 2(e)

Sixth bullet: "Appendix 6: Environmental Authorisation and Pre-construction Management Programme". Delete this heading and replace it with the following: "Appendix 6: Environmental Authorisation and Pre-construction Environmental Management Programme".

Add the following bullet point after the last bullet point: "Appendix 9: Government Gazette No. 48491 of 28 April 2023: CIDB Standard for Developing Skills through Infrastructure Contracts (31 March 2023)."

6. ANNEXURE S: AGREEMENT FORM AND APPENDICES AND THE CONDITIONS OF THE CLIENT/CONSULTANT MODEL SERVICES AGREEMENT *THE CONDITIONS OF THE CLIENT/CONSULTANT MODEL SERVICES AGREEMENT PARTICULAR CONDITIONS B. ADDITIONAL CLAUSES*

2.1 Information

Delete "Appendix 1, 2, 3, 4 or 5" and replace it with the following: "Appendix 1, 2, 3, 4, 5, 6, 7, 8 or 9".

3.5 Supply of Personnel Add sub-clause 3.5.2

Delete the 3rd sentence in the 2nd paragraph and replace it with the following: "As such, the Consultant must provide other technical, administrative and managerial personnel, e.g. draughtspersons, inspectors, cathodic protection specialists, hydro-mechanical engineers and technicians, heritage specialists, archaeologists, biodiversity specialist, manager and mentor (per **Task 6: Development Requirements** under **Appendix 1: Scope of Services**), administrators, etc."

Position under the table: Resident Engineer for ancillary works, i.e. roads, biodiversity offset initiatives: Delete the minimum qualifications and replace them with the following: "Civil engineering degree, advanced diploma, post graduate certificate or B-tech".

7. ANNEXURE S: AGREEMENT FORM AND APPENDICES AND THE CONDITIONS OF THE CLIENT/CONSULTANT MODEL SERVICES AGREEMENT *AGREEMENT: APPENDIX 1: SCOPE OF SERVICES*

2 Description of Consultant's Services

Task 6 heading: Delete the following: "Black South Africans, Enterprise and Supplier".

Sub-Task 6.2 heading: Delete and replace it with the following: "Sub-Task 6.2: Skills Development".

3.1 Task 1: Tender Design and Documentation

Delete the following: ", Gauteng".

3.1.1.13 Tender Document

Add the following at the end of the of the 1st paragraph: "...as well as the CIDB B.U.I.L.D. programme.".

3.5.9.4 Assessment and Close-out

Delete item v) under the 2nd paragraph and replace it with the following: "(v) Final contract compliance training report relating to skills development and performance reports under **Task 6: Development Requirements**.".

3.6 Task 6 - Black South Africans, Enterprise and Supplier Development Requirements

Delete the heading and replace it with the following: "**3.6 TASK 6 – DEVELOPMENT REQUIREMENTS**".

Delete item iii) and replace it with the following: "(iii) Skills development for South African people as per the CIDB B.U.I.L.D program."

3.6.2 Sub-Task 6.2: Training and Skills Development: South African Black People

Delete the heading and paragraphs and replace them with the following:

3.6.2 Sub-Task 6.2: Skills Development

The Consultant shall achieve in the performance of this Agreement, the Contract Skills Development Goal (CSDG) established in the CIDB standard for developing skills through infrastructure contracts. As such, the Consultant's skills development shall be in accordance with the **Appendix 9: Government Gazette No. 48491 of 28 April 2023: CIDB Standard for Developing Skills through Infrastructure Contracts (31 March 2023)** and comply with the set requirements and contract skills development goals. The Consultant shall achieve the credits towards CSDG by using the one or a combination of methods 3 and 4 in the CIDB standard above.

The Consultant must develop and submit to TCTA a detailed and comprehensive training baseline plan(s) to develop the skills of South African people, which must be implemented for the period of this Agreement. The plan(s) must cover the entire duration of the Project and prioritise skills development of South African black people.

3.6.3 Sub-Task 6.3: Non-Conformance Penalties

Delete the 3rd paragraph and replace it with the following: "The penalty (low performance damages) for **Sub-Task 6.2 Skills Development** will be calculated as follows: Penalty amount = (Contracted Target hours - Actual hours) ÷ 150".

3.6.4 Sub-Task 6.4: Monitoring and Reporting

Add the following after the last paragraph:

“In addition to the above, the Consultant shall comply with the requirements under sections 4 (Compliance with Requirements) and 5 (Records) of **Appendix 9: Government Gazette No. 48491 of 28 April 2023: CIDB Standard for Developing Skills through Infrastructure Contracts (31 March 2023)**. All the training baseline plans and reports shall be submitted to TCTA for review and acceptance. The Consultant shall incorporate all the queries and comments by TCTA, before submitting the plans and reports to CIDB.

The Consultant must use the relevant CIDB forms for compliance reports and training baseline plans, which are available on the CIDB website. Forms not available on CIDB website will be made available by TCTA per the Consultant’s or bidder’s request.

IMPORTANT NOTE: It should be noted that Sub-Clause 3.1.2.1, considering Sub-Clause 3.1.2, and Sub-Clause 3.3.2 of the CIDB Standard for Developing Skills through Infrastructure Contracts (31 March 2023) are not applicable to this Agreement as they apply to construction contracts.”

3.6.5 Sub-Task 6.5: Measurement and Payment

Add the following words after the word “manager” in the last sentence: “and mentor(s)”.

8. **ANNEXURE S: AGREEMENT FORM AND APPENDICES AND THE CONDITIONS OF THE CLIENT/CONSULTANT MODEL SERVICES AGREEMENT** ***AGREEMENT: APPENDIX 2: PERSONNEL, EQUIPMENT, FACILITIES AND SERVICES OF OTHERS TO BE PROVIDED BY THE CLIENT***

1.6 Task 6 – Black South Africans, Enterprise and Supplier Development Requirements

Task 6 heading: Delete the following: “Black South Africans, Enterprise and Supplier”.

Delete the 2nd paragraph and replace it with the following:

“Graduate engineer(s), technologist(s), technician(s) and environmental scientist(s) may, however, be seconded to the Consultant for skills development under Appendix 1: Scope of Services: Sub-Task 6.2 to build capacity in TCTA and the built industry in accordance with Sub-Clause 3.1.3 of **Appendix 9: Government Gazette No. 48491 of 28 April 2023: CIDB Standard for Developing Skills through Infrastructure Contracts (31 March 2023)**.

A Provisional Sum is provided in Appendix 3 of the Agreement for incidental and other costs not covered or priced by the Consultant in accordance with **Appendix 9: Government Gazette No. 48491 of 28 April 2023: CIDB Standard for Developing Skills through Infrastructure Contracts (31 March 2023)**.”