

#### CLARIFICATION

DEFINITIONS	
Incorporated Consortia	Refers to group of companies that come together to form a legally recognised entity or the entity registered as a formal structure to perform consortium activities. This company will have its own CIPC registration and CSD Number as well as all returnable documents.
Unincorporated consortium	Refers to group of companies that collaborate and Gather resources to form a consortium for a specific project, the parties involved have separate legal entities and are not registered as a formal structure

POINTS ALLOCATION		
The specific goals allocated points in terms of this Bid	Number of points allocated (90/10 System) (To be completed by the organ of state)	Proof Required to Claim Points (Returnable Documents)
<p>Companies who are at least 51% owned by Black People who are women</p> <p><b>OR</b></p> <p>Companies who are at least 51% owned by Black People who are disabled</p> <p><b>OR</b></p> <p>Companies who are at least 10% owned by youth (persons between the ages of 18 and 35)</p>	<p>5</p> <p><b>Note:</b></p> <p>The points will be calculated using bid documents of the Main Contractor tendering on behalf of both incorporated or unincorporated consortium or joint venture</p>	<p>Proof of ownership in the form of printouts from CSD or CIPC clearly indicating ownership details or BBBEE scorecard attributes</p>
<p>Enterprise or Companies whose office is currently located in KwaZulu-Natal</p>	<p>5</p> <p><b>Note:</b></p> <p>The points will be calculated using bid documents of the Main Contractor tendering on behalf of both incorporated or unincorporated consortium or joint venture</p>	<p>Utility bill issued by the Municipality in KwaZulu Natal or Eskom or copy of valid lease agreement as well as a copy of utility bill from the landlord. Utility bills must not be older than 3 months from date of the tender advert. Proof of address must be provided for all firms that form part of the consortium</p>

**Note:**

1. The responsive bidder who failed to score points for specific goals will only be calculated preference points based on 90 points for price.

## KWAZULU-NATAL PROVINCE

**HEALTH  
REPUBLIC OF SOUTH AFRICA**

**DIRECTORATE:**

100% Cotton  
 100% Cotton  
 100% Cotton

Friends Bay, Sussex, METERMAFIZELERS, 2000  
 Physical Address: Bowling Circle Park, 201 Maple Road, Pottersville, NJ 07864  
 Tel: 610 645 2800 E-mail: [bowling@pottersville.com](mailto:bowling@pottersville.com)

**NEW TERTIARY HOSPITAL - CONSULTANTS' TENDER CLARIFICATION MEETINGS HELD ON 17 JULY 2024 AT GREYS  
HOSPITAL RECREATION HALL – CLARIFICATION NOTES**

**PROJECT LEADER:**

**Mr. MB Gcaba**

## CHAIRPERSON

**Ms. A. Hesketh**

## ATTENDEES

**PMO, SCM, Project Team, Tenderers**

CLARIFICATION QUERIES	CLARIFICATION ANSWERS
<ol style="list-style-type: none"> <li>1. Is there a possibility of having interim payments with the project stages since some of the project stages go for 8 months and service providers may not have the financial muscle to provide these services without not having any remuneration?</li> <li>2. The tender document in the functionality criteria states that the candidate project manager be awarded minimum points for having 4 years' worth of experience and be awarded more points for having more than 4 years'</li> </ol>	<ol style="list-style-type: none"> <li>1. This shall be discussed further with the awarded service provider.</li> <li>2. The maximum number of points shall be awarded for all registered candidates in the functionality criteria no matter how many years of experience they may have.</li> </ol>



## KWAZULU-NATAL PROVINCE

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CLARIFICATION QUERIES	CLARIFICATION ANSWERS
<p>worth of experience whereas candidate project managers become registered as professionals after 4 years.</p> <ol style="list-style-type: none"> <li>3. Why are there varying values for fees indicated in the tender document?</li> <li>4. How were the penalties established because they seem quite high when they are calculated?</li> <li>5. Confirm that a Principal as indicated in the tenders does not necessarily have to be a Statutory Director of one or any of the organizations?</li> <li>6. Please clarify exactly what commissioning the tenderer will have to undertake for each discipline.</li> <li>7. What is the extent of EPWP inclusion in the project? Shall there be a requirement for labour intensive work for the project?</li> <li>8. The tender offer and acceptance document provided in the electrical, electronic and mechanical engineering tender documents stipulates other disciplines instead of electrical, electronic and mechanical engineering disciplines.</li> </ol>	<ol style="list-style-type: none"> <li>3. The value for fees vary due to the inclusion of escalations in construction costs for respective disciplines whereas for the Quantity Surveyor the value excludes electrical, electronic and mechanical values.</li> <li>4. The penalties were established through benchmarking. The penalty values shall not be reconsidered.</li> <li>5. The Principal is deemed to be the lead of the respective discipline and does not have to be the Statutory Director of a company.</li> <li>6. Each discipline is to fulfil their responsibility in the commissioning process affiliated with what is stipulated in their respective councils, specifically focusing on the overlap from construction to operationalisation. There will be a need to coordinate with other various units such as Health Technology Services and ensure adequate training and handover to the end user departments.</li> <li>7. All EPWP requirements are to be included in the project and are to be priced for, such as all the administration requirements.</li> <li>8. This shall be amended and distributed accordingly.</li> </ol>



## **KWAZULU-NATAL PROVINCE**

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CLARIFICATION QUERIES	CLARIFICATION ANSWERS
9. The Contract Skills Development Goal calculation provision seems to be contradicting what is in the tender document. There is a guide of calculating in the document but also refers the tenderers to use the CIDB build programme as a guide.	9. The Contract Skills Development Goal calculation provision in the document is what is currently applicable according to CIDB B.U.I.LD programme gazette but tenderers are advised to continuously validate that the CIDB build programme gazette rate as the project progresses.

#### Section 4: Empowerment = 10 Points

Sub-Criteria	Sub-points	Returnables	Comments
<p>a) Professional Key Persons as stated on Form A (Annexure A) are Black People* who are female and make up at least 51% of the total team</p> <p>OR</p> <p>Professional Key Persons as stated on Form A (Annexure A) are youth (persons between the ages of 18 and 35) and make up at least 30% of the total</p> <p><i>*Black People is a generic term which means Africans, Coloureds and Indians as defined by the Broad-Based Black Economic Empowerment Amendment Act, 2013</i></p>	10 points	Completed Form A (Annexure A) clearly indicating the Key Persons on the project, their gender and age.	Failure to clearly indicate gender on Form A will result in 0 points being awarded for that key resource. Only Registered Professionals and Technologists will be considered in the evaluation of this sub-criteria.

### PHASE 3: PRICE AND PREFERENCE POINTS (SPECIFIC GOALS)

1. 90/10 preference point system will apply and the lowest acceptable Bid will be used to determine the applicable preference point system.
2. Therefore, points for this bid shall be awarded for **Price + Specific Goals** with the maximum points for this bid allocated in the following manner:

CATEGORY	POINTS
PRICE	90
PREFERENCE POINTS	10
Total points for Price and must not exceed	100

Points for specific goals will be allocated as follows:

Historically Disadvantaged Individuals (Persons)	POINTS
Companies who are at least 51% owned by Black People who are women OR Companies who are at least 51% owned by Black People who are disabled OR Companies who are at least 10% owned by youth (persons between the ages of 18 and 35)	5
Reconstruction and Development Programme (RDP Goals)	POINTS
Enterprise or Companies whose office is currently located in KwaZulu-Natal	5

**Note:**

- i. Ownership verification may be conducted through Central Suppliers Database by National Treasury, through the B-BBEE scorecard attributes or Companies and Intellectual Property Commission (CIPC);
- ii. The evaluation for Price and Preference Points (Specific Goals), will be based on C1.1 Form of Offer and Acceptance and T2.2.5 Preferential Procurement (SBD 6.1)

The following special conditions are applicable to the evaluation of this tender:

- The Department reserves the right not to award to the lowest bidder.
- The Department will conduct a detailed risk assessment on the preferred bidder prior to the award relating to commercial risk, adequacy and suitability of resources offered on the project.

## PART C1: AGREEMENT AND CONTRACT DATA

### C1.1 Form of Offer and Acceptance

#### Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

#### **A CONSORTIUM COMPRISING OF PROFESSIONAL MECHANICAL ENGINEERING, ELECTRICAL ENGINEERING AND ELECTRONIC ENGINEERING SERVICES**

on the project:

#### **CONSTRUCTION OF A NEW 550 BEDDED TERTIARY HOSPITAL**

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

#### Price

The offered price for this service as described in C3 Scope of Services, inclusive of value added tax, is:

Rand (in figures) R.....

Rand (in words) .....

.....

The amount in words takes precedence over the amount in figures. The award of the tender may be subjected to price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as a *firm and final offer*.

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity stated in the Tender Data, whereupon the bidder becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

**THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY:**

**COMPRISING OF THE FOLLOWING LEGAL ENTITIES:**

**MECHANICAL ENGINEERING SERVICES:** (please cross out the block which is not applicable)

<div><p>Company or Close Corporation:</p><p>.....</p><p>.....</p><p>whose registration number is:</p><p>.....</p><p>whose income tax reference number is:</p><p>.....</p><p>and whose National Treasury Central Supplier Database (CSD) numbers are:</p><p>CSD Supplier Number:.....</p><p>Tax Compliance Status Pin (TCSP):</p><p>.....</p></div>	OR	<div><p>Natural person or partnership:</p><p>.....</p><p>.....</p><p>whose identity number(s) is/are:</p><p>.....</p><p>whose income tax reference number is/are:</p><p>.....</p><p>and whose National Treasury Central Supplier Database (CSD) numbers are:</p><p>CSD Supplier Number:.....</p><p>Tax Compliance Status Pin (TCSP):</p><p>.....</p></div>
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**ELECTRICAL ENGINEERING SERVICES:** (please cross out the block which is not applicable)

<div><p>Company or Close Corporation:</p><p>.....</p><p>.....</p><p>whose registration number is:</p><p>.....</p><p>whose income tax reference number is:</p><p>.....</p><p>and whose National Treasury Central Supplier Database (CSD) numbers are:</p><p>CSD Supplier Number:.....</p><p>Tax Compliance Status Pin (TCSP):</p><p>.....</p></div>	OR	<div><p>Natural person or partnership:</p><p>.....</p><p>.....</p><p>whose identity number(s) is/are:</p><p>.....</p><p>whose income tax reference number is/are:</p><p>.....</p><p>and whose National Treasury Central Supplier Database (CSD) numbers are:</p><p>CSD Supplier Number:.....</p><p>Tax Compliance Status Pin (TCSP):</p><p>.....</p></div>
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**ELECTRONIC ENGINEERING SERVICES:** (please cross out the block which is not applicable)

Company or Close Corporation:

.....

whose registration number is:

.....

whose income tax reference number is:

.....

and whose National Treasury Central Supplier Database (CSD) numbers are:

CSD Supplier Number:.....

Tax Compliance Status Pin (TCSP):

.....

Natural person or partnership:

.....

.....

whose identity number(s) is/are:

.....

whose income tax reference number is/are:

.....

and whose National Treasury Central Supplier Database (CSD) numbers are:

CSD Supplier Number:.....

Tax Compliance Status Pin (TCSP):

.....

OR

**AND WHO IS** (if applicable):

Trading under the name and style of:

.....

**AND WHO IS:**

Represented herein, and who is duly authorised to do so, by:

Mr/Mrs/Ms:.....

In his/her capacity as: .....

Note: A resolution / power of attorney, signed by all the directors / members / partners of the legal entity must accompany this offer, authorising the representative to make this offer.

**SIGNED FOR THE TENDERER:**

Name of Representative	Signature	Date

**WITNESSED BY:**

Name of Witness	Signature	Date

The tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....  
.....

**Other contact details of the Tenderer are:**

Telephone no: ..... Cellular no:.....

Fax no:.....

Postal address:.....

.....

Email address:.....

Banker:..... Branch:.....

## Acceptance

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of Contract identified in the Contract Data. Acceptance of the tenderer's offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the Contract that is the subject of this agreement.

The terms of the Contract are contained in:

Part C1	Agreements and Contract Data, (which includes this agreement)
Part C2	Pricing Data
Part C3	Scope of Services

And drawings and document or parts thereof, which may be incorporated by reference into Parts C1 to C3 above

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from set documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect, if sent by registered post, 4 days from the date on which it was posted, if delivered by hand, on the day of delivery, provided that it has been delivered during ordinary business hours, or if sent by electronic mail (email), the first business day following the day on which it was emailed. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

### For the Employer:

Name of Signatory	Signature	Date

Name of Organisation:	Department of Health
Address of Organisation:	

### Witnessed by:

Name of Witness	Signature	Date

## Schedule of Deviations

### Notes:

1. The extent of deviations from the tender documents issued by the Employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tender's covering letter shall not be included in the final Contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligations of the Contract shall be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

<b>1.2.1. Subject:</b>
<b>Detail:</b>

<b>1.2.2. Subject:</b>
<b>Detail:</b>

<b>1.2.3. Subject:</b>
<b>Detail:</b>

<b>1.2.4. Subject:</b>
<b>Detail:</b>

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.