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Terms of Reference & Bid Documentation

THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT PROFESSIONAL ENGINEERING PEER REVIEW SERVICES WITH REGARDS TO THE DETAILED ENGINEERING DESIGNS, SPECIFICATIONS, PROCUREMENT AND CONSTRUCTION DOCUMENTATION, COST ESTIMATES, SITE MONITORING AND CONTRACT ADMINISTRATION OF THE INTERNAL & BULK ROADS AND STORMWATER IN PHASE 1B DEVELOPMENT OF THE NORTHERN SITE (ANTONVILLA) OF THE MUSINA MAKHADO SPECIAL ECONOMIC ZONE FOR THE PERIOD OF 3 MONTHS.

Rev: 01

Bid No : **MMSEZ/INF/03/2025/01**

Mandatory Hybrid Clarification Meeting : **11.00 a.m. on 16th May 2025**
<https://teams.microsoft.com/meet/36794425707?p=1yk3zLHEhjPrxjZWTG>

Closing Date : **Friday 30th May 2025**

Closing Time : **11H.00 A.M**

Validity Period : **180 Calendar Days**

Name of Bidder

Bid Value (Incl. Vat)

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THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT PROFESSIONAL ENGINEERING PEER REVIEW SERVICES WITH REGARDS TO THE DETAILED ENGINEERING DESIGNS, SPECIFICATIONS, PROCUREMENT AND CONSTRUCTION DOCUMENTATION, COST ESTIMATES, SITE MONITORING AND CONTRACT ADMINISTRATION OF THE INTERNAL & BULK ROADS AND STORMWATER IN PHASE 1B DEVELOPMENT OF THE NORTHERN SITE (ANTONVILLA) OF THE MUSINA MAKHADO SPECIAL ECONOMIC ZONE

PART A: BID DOCUMENT

**SBD 1
PART A**

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	MMSEZ/INF/03/2025/01	CLOSING DATE:	30 May 2025	CLOSING TIME:	11H00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT PROFESSIONAL ENGINEERING PEER REVIEW SERVICES WITH REGARDS TO THE DETAILED ENGINEERING DESIGNS, SPECIFICATIONS, PROCUREMENT AND CONSTRUCTION DOCUMENTATION, COST ESTIMATES, SITE MONITORING AND CONTRACT ADMINISTRATION OF THE INTERNAL & BULK ROADS AND STORMWATER IN PHASE 1B DEVELOPMENT OF THE NORTHERN SITE (ANTONVILLA) OF THE MUSINA MAKHADO SPECIAL ECONOMIC ZONE.				
BID RESPONSE DOCUMENTS MUST DEPOSITED IN A TENDER BOX SITUATED AT:					
MMSEZ Offices, 93 Biccard Street, Polokwane, 0699.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Rabelani Mulaudzi		CONTACT PERSON	Mr. Francois Bian	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	r.mulaudzi@mmsez.co.za		E-MAIL ADDRESS	francoisb@idc.co.za / & copy supplychain@mmsez.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

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1. BID RULES

- 3.1 The terms bid and tender are used interchangeably in this document and mean the same thing
- 3.2 Documents should strictly be completed in black ink only by the bidder. Mistakes made by the bidder on the documents shall not be erased with correcting fluid. A line should be drawn through the incorrect entry and the correct information included next to that. The bidder must initial information on the line drawn. If not done accordingly, the bid shall be disqualified. Any completion of the bid document in pencil or erasable ink will not be acceptable and will automatically disqualify the submitted bid.
- 3.3 The **pricing schedule must be fully completed and signed**; else the Bidder will be excluded for further evaluation. Rates shall be summed up on the summary page and VAT must be added to produce the Total Bid Amount. The Total Bid Amount must be transferred to the Form of Offer and Acceptance.
- 3.4 Value Added Tax at 15% must be included in their pricing. If a bidder is not registered with SARS for VAT purposes and is awarded the Contract, the value of which is above the threshold required for registration as a VAT Vendor, the successful bidder must submit proof that the Bidder has applied for VAT Vendor registration within 14 days of the signing of the contract with the Department, failure of which shall result in the VAT not being paid to the successful bidder.
- 3.5 MMSEZ SOC, reserves the right to appoint the bidder that proves to be fully capable and qualified to handle and execute the job.
- 3.6 MMSEZ SOC, reserves a right not to appoint the lowest or any bidder.
- 3.7 Bids submitted must be in line with the detailed specification. Failure to bid accordingly will automatically disqualify the submitted bid.
- 3.8 MMSEZ SOC, reserves the right to cancel or withdraw this bid if:
 - 3.8.1 Due to changed circumstances, there is no longer a need for these services;
or
 - 3.8.2 Funds are no longer available to cover the total envisaged expenditure; or

- 3.8.3 No acceptable bids are received; or
- 3.8.4 There is a material irregularity in the Bid Process.
- 3.9 In the case of sub-contracting or joint venture agreement, MMSEZ SOC, will enter into a single contract with the principal bidder.
- 3.10 MMSEZ SOC, reserves the right to call interviews with short-listed bidders before final selection.
- 3.11 MMSEZ SOC, reserves the right to, at its sole discretion, seek clarification and/or further supporting information from any or all bidders, during the bid adjudication process. During this process of clarification, no change in the substance of the Technical Section or in the Financial Section shall be sought by the Bidder, offered or permitted MMSEZ SOC.
- 3.12 Without limiting the generality above, MMSEZ SOC, may, in its sole discretion:
- 3.12.1 Investigate evidence of the ability and experience of a Bidder under consideration, including joint venture partners, proposed subcontractors, and parties otherwise related to the Bidder or the Bidder's Proposal; and
- 3.12.2 Require or seek out confirmation from other parties of information furnished by a Bidder.
- 3.13 MMSEZ SOC, reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include surprise site visits.
- 3.14 Bidders shall be registered on the Department of National Treasury's Central Supplier Database (CSD) and a printout of the CSD Registration Report showing the company's current status must be included in the bid. This document must indicate Vat and Tax Registration status and current tax compliance as well as company registration number information.
- 3.15 The successful bidder will be required to sign a Service Level Agreement (SLA).
- 3.16 Notwithstanding any omissions and/or inconsistencies, if any, in this TOR's specification, which is only a minimum specification, a bidder shall make provision for a complete solution that will deliver the required service efficiently and cost-effectively.
- 3.17 Bid documents should be deposited in the bid box situated at one of the following venues on or before 30 May 2025 at 11H00 which is the closing date and time for this bid:
- POLOKWANE: MMSEZ OFFICES, 93 BICCARD STREET, POLOKWANE 0699.

- 3.18 This request for bid document contains confidential information about MMSEZ, which has been provided to supply potential bidders with the data necessary to provide a holistic response.

No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party, in any manner whatsoever without the prior written permission of MMSEZ SOC.

Any reproduction or transmission of information contained in this document, except for the sole purpose of responding to this bid, is strictly prohibited.

- 3.19 References to MMSEZ SOC, must not be made in any literature, promotional material and/or brochures or sales presentations without the express written consent of MMSEZ SOC.

- 3.20 It is the responsibility of the bidder to ensure that MMSEZ SOC, receives and can open and process a complete proposal.

- 3.21 No assignment or fronting will be allowed. A bidder found to have fronted shall automatically be disqualified. For contracts already awarded, the contract shall be cancelled, and any costs borne shall be for the account of the defaulting service provider. These costs shall include the costs of appointing another service provider to complete the work and any professional and legal services required to enable this and will include expenses required for the preparing of new bids, re-advertising, appointment and any difference in the bid value in the case that there is an increase therein. This shall not apply if the MMSEZ SOC, accepts another bidder from the bids received as part of this bid process, apart from being responsible for covering the costs involved should there be an increase in bid value.

- 3.22 Only persons duly authorized by a company shall sign the documents that are to be submitted to the Department. A letter of authorization must accompany bid documents. In terms of joint ventures, a document of establishment of the joint venture must accompany bid documents. Representatives of all the parties in the joint venture shall sign the establishment document.

- 3.23 All bids will be valid for 180 days after closing date. In cases where the bidders fail to sign the Service Level Agreement and/or Contract Document or fail to produce the required proof of PI Insurances within the required time, or are unable to undertake work given or withdraw during the appointment period, the bidder shall be liable for the full value of expenses required for the preparing of new bids, re-advertising, appointment and any difference in the bid value in the case that there is an increase therein. This shall

not apply if MMSEZ SOC, accepts another bidder from the bids received as part of this bid process, apart from being responsible for covering the costs involved should there be an increase in bid value.

3.24 Matters related to payment shall be as stipulated in the Bid documentation and as reflected in the Service Level Agreement entered into between MMSEZ SOC, and the successful bidder.

3.25 Tenders will only be considered for acceptance if (i.e. will only be regarded as responsive if):

1.25.1. The tendering Service Provider is a **civil engineering business** undertaking, which is under the fulltime supervision of a **registered professional civil engineer** which is owned and controlled by registered professionals by at least 51%, in terms of number, shareholding and voting power, who are registered in terms of the Engineering Profession Act, 2000 (Act no 46 of 2000), and who will hereafter be referred to as registered principals of the business undertaking,

or

a **multidisciplinary professional practice**, that also practises civil engineering work, which civil engineering division/section is under the fulltime supervision of a registered professional civil engineer, and which is owned and controlled by registered professionals by at least 51 % , in terms of number, shareholding and voting power who are registered in terms of the

- Architectural Profession Act, 2000 (Act no 44 of 2000),
- Landscape Architectural Profession Act, 2000 (Act no 45 of 2000),
- Engineering Profession Act, 2000 (Act no 46 of 2000),
- Project and Construction Management Professions Act, 2000 (Act no 48 of 2000) and/or
- Quantity Surveying Profession Act, 2000 (Act no 49 of 2000),

and who will hereafter be referred to as registered principals.

In the event of any legal entity, as meant above, being a listed public Company on the stock exchange, the percentages related to ownership and control referred to are to be deemed relevant to persons **duly appointed as Directors** of such entity.

1.25.2. Copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, of all the

registered principals mentioned in 3.25.1. above are included with the tender as part of the returnable documentation. In the event of any legal entity, as meant above, being a private Company with shareholding, the same information/documentation as for registered principals must be provided with the tender, in respect of all Directors formally appointed to manage the business undertaking. Sole Proprietors, Partners in Partnerships, and Members of Close Corporations are principals as defined in 3.25.1. above and information/documentation in respect of such persons must be provided as described;

- 1.25.3. The information, required in respect of 3.25.1 and 3.25.2 above, has been provided for all Service Providers tendering in consortium or joint venture;
- 1.25.4. At least one registered professional civil engineer, of whom the same documentation as in 3.25.2 above has been included in the tender, of the tendering Service Provider has been listed as a Key Person in this tender;

[The Employer retains the right to verify current professional registration required in terms of 3.25.2, 3.25.3 and 3.25.4 above with the relevant Council as part of the tender evaluation process. In the event of any such person not currently being registered with the relevant Council, it will render the tender as unacceptable (i.e. non-responsive) and excluded from further consideration.]

- 1.25.5. The tendering Service Provider has provided the required information/documentation to enable an evaluation panel to perform **functionality** and **risk assessments** as described below.
- 1.25.6. Tender offers are judged by an evaluation panel in terms of functionality, which functionality will be evaluated against the criteria provided in PART B above, weighted as indicated. Functionality will be applied as a prequalification criterion. Such criteria are used to establish minimum requirements whereafter bids will be evaluated solely on the basis of price and preference.
- 1.25.7. Tender offers are also judged by an evaluation panel in terms of risk to the Employer. Such risk will be evaluated against the criteria listed below. An assessment of unacceptable risk **on any single criterion** will constitute unacceptable risk for the award as a whole, resulting in the tender to be disqualified and removed from further consideration.

The risk criteria are as follows:

Description of risk criteria and sub criteria

Note: Information provided in the returnable documentation must be provided in sufficient detail to enable the evaluation panel to evaluate the risk criteria set out below. The Employer reserves the right to request further clarification, elucidation, additional documentation/information, etc. as may be required to evaluate the tender. The aforementioned can also entail that the persons, named in the schedule of Key Persons be invited to an interview.

RISK CRITERION 1

- Allocation of **suitably qualified and appropriately experienced human resources**, both in respect of principals and/or other staff (professional, technical and/or administrative) of the tendering Service Provider to the project, as described in the schedule of Key Persons , as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein.

(An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the qualifications and experience of the human resources allocated to the project in terms of the Key Persons , from information contained in curriculum/curricula vitae submitted with the tender. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. No risk assessment will be performed for this criterion in the absence of relevant information/ curricula vitae with the tender and will therefore render the tender as unacceptable and excluded from further consideration)

RISK CRITERION 2

- The tendering Service Provider's **experience and performance on comparable projects** during the past **10** years. Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value, or other project quantifying parameters), nature of projects (Roads and Stormwater in Industria Township), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

(An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the experience and performance of the tendering Service Provider from information submitted with the tender (in written-, report- and/or

brochure format), and upon further investigations/reference checks that may be performed, for which purpose the tendering Service Provider must include names and contact particulars of present and previous Employers to whom services are/were rendered. The Employer retains the right to contact references not mentioned by the tendering Service Provider. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the risk assessment will be put to the vote. No risk assessment will be performed for this criterion in the absence of relevant information with the tender and will therefore render the tender as unacceptable and excluded from further consideration)

RISK CRITERION 3

- Confirmation of the required level of professional indemnity insurance specified in terms of Contract Data.

(If confirmation/proof of professional indemnity insurance is not duly confirmed in Data provided by the Service Provider, the risk to Employer will be regarded as unacceptable and render the tender unacceptable on grounds of not being to specification. The Employer retains the right to request documentary proof of such insurance as part of the tender evaluation process. Unconfirmed professional indemnity insurance will render the tender as unacceptable i.t.o. risk and excluded from further consideration)

RISK CRITERION 4

- Attendance of compulsory clarification meeting by a representative of the tendering Service Provider who shall be a practicing professional and shall be reflected as part of the Key Persons proposed in this tender.

(Non-attendance by the appropriate professional, if compulsory, will be regarded as a risk to the Employer in that salient information required for tender purposes would not have been to the knowledge of the tendering Service Provider, rendering any resultant tender to be incomplete. Non-attendance will render the tender a risk to the Employer and therefore excluded from further consideration)

Note: Any tender not complying with all the above-mentioned stipulations, will be regarded as non-responsive and will therefore not be considered for further evaluation.

- 3.26 The Bidder must show **proven experience in the provision of the required professional engineering services** and must provide up to five (5) contactable references in this regard showing **a minimum professional fee value of R10 million**

(Incl. 15% Vat) per completed design and site monitoring project and where projects were for similar engineering disciplines (External Bulk Roads and services Upgrade) as well as a minimum of two (2) previous projects in the Expert Witness field. Completion Certificates must be provided and must reflect the final certified construction value and completion date. Alternatively, reference letters from Clients may be provided and must have contact details, be on the Clients' letterhead, have a summary of completed relevant project(s), have completion dates and have the professional fee value (which must be more than that stipulated as a minimum in the scope of this bid document).

3.27 Repudiation of Bid or Invalidation of Contract - If the Employer is satisfied that the Bidder or any person being an employee, partner, director or shareholder of the Bidder or a person acting on behalf or with the knowledge of the Bidder:

3.27.1 has offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of a contract;

3.27.2 has acted in a fraudulent or corrupt manner in obtaining or executing a contract;

3.27.3 has approached an officer or employee of the Employer or Engineer with the object of influencing the award of a Contract in the Bidder's favour;

3.27.4 has entered into any agreement or arrangement, whether legally or binding or not, with any other person, firm or company.

3.27.4.1 to refrain from Bidding for this Contract;

3.27.4.2 as to the amount of the Bid to be submitted by either party;

3.27.4.3 has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of this proposed Bid;

the Employer may, in addition to using other legal remedies, repudiate the Bid or declare the Contract invalid should it have been concluded already.

Should this occur, the bidder who's bid has been repudiated shall be liable for the full value of expenses required for the preparing of new bids, re-advertising, appointment and any difference in the bid value in the case that there is an increase therein. This shall not apply if the MMSEZ SOC, accepts another bidder from the bids received as part of this bid process, apart from being responsible for covering the costs involved should there be an increase in bid value.

- 3.28 Should the Bidder provide false information or misrepresentation on the Bidder's Disclosure Documentation (in Section 5 of the Bid Data), such bidder shall immediately be disqualified.
- 3.29 The Employer does not bind himself to accept the lowest or any Bid and reserves the right to accept the whole or in part of the Bid. No reason for the acceptance or rejection of any Bid will be given.

2. BID SUBMISSION RETURNABLE DOCUMENTATION

The format of the bid proposals to be submitted shall comprise cover letter and the following documents:

- 4.1 For the purposes of **Administrative Compliance** and **Mandatory Compliance, Compulsory** returnable bid documentation, fully completed and signed are as follows:
- 4.1.1 Invitation to bid.
 - 4.1.2 Bidder's Disclosure – completed and signed
 - 4.1.3 Bid Data – must be completed in full and signed by the authorised representative.
 - 4.1.4 Part C: Pricing Data & Form of Offer.
 - 4.1.5 Part D: Contract Data.
 - 4.1.6 Print out (not older than 30 days) of Department of National Treasury's Central Supplier Database (CSD) Registration Report showing the company's current Vat and Tax registration status / current tax compliance / company registration number information or, alternatively, bidders must submit their CSD reference numbers (MAAA.....) together with their Bids. In the case of JVs or Consortiums, each JV/Consortium member company must provide their own CSD report or reference number.
 - 4.1.7 A resolution by Board of Directors for signatory to act on behalf of bidding company.
 - 4.1.8 A resolution by Board of Directors of each partner company for signatory to act on behalf of their company as part of the bidding entity for a Joint Venture / Consortium being the bidding entity.
 - 4.1.9 Joint Venture/Consortium Agreement and Power of Attorney in case of Joint Ventures/Consortiums.
 - 4.1.10 Only persons duly authorized by a company shall sign the documents that are to be submitted as part of this Bid. A Resolution by Board of Directors for signatory to act on behalf of bidding company is required. In the event of a Joint Venture / Consortium being

the bidding entity, each partner company must provide a Resolution by Board of Directors for signatory to act on behalf of their company as part of the bidding entity.

4.1.11 In terms of joint Ventures / Consortiums, a document of establishment of the venture should accompany bid documents. Representatives of all the parties in the joint venture shall sign the establishment document.

4.1.12 Proof of Professional Indemnity (PI) Insurance.

4.1.13 Certified copies of appropriate qualifications and/or registration documentation (and proof of paid-up membership) with discipline relevant recognized South African Built Environment Professional Organization (s) as specified in Part A: Terms of Reference & Scope of Works.

4.1.14 Proof of attendance of compulsory briefing meeting.

Where applicable should a bidder not comply with any one of these above requirements, the bidder shall be disqualified.

4.2 The following documentation is **not compulsory** but is recommended:

4.2.1 Preference Points Claim Form in terms of The Preferential Procurement Regulations 2022. However, should this form not be completed in full, the Bidder shall be scored Zero (0) in terms of Preference Points.

4.2.2 Company/CC/Trust/Partnership registration certificates.

4.2.3 Tax Compliance status Pin.

4.2.4 VAT Registration Certificate from South African Revenue Services (SARS).

4.2.5 Entity/JV Partner(s) company profile (prospectus) that illustrates the core business, services offered, company profile and staff compliment.

4.2.6 Summary Table of verifiable previous projects with contact details of the project owners, completion dates and final professional fee- and construction cost values.

4.2.7 Letters of Appointment and/or Purchase Orders and Final Completion Certificates of projects submitted to show previous relevant experience and appropriate final construction costs/professional fee values

or;

reference letters from Clients with contact details on company letterhead of previous projects listed as relevant experience and including completion dates and appropriate final construction costs/professional fee values.

Form

4.2.8 Comprehensive works methodology and implementation plan.

4.2.9 Comprehensive Gantt chart type program.

DRAFT

3. BIDDER'S DISCLOSURE

Form SBD4

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Bid Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state?

YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

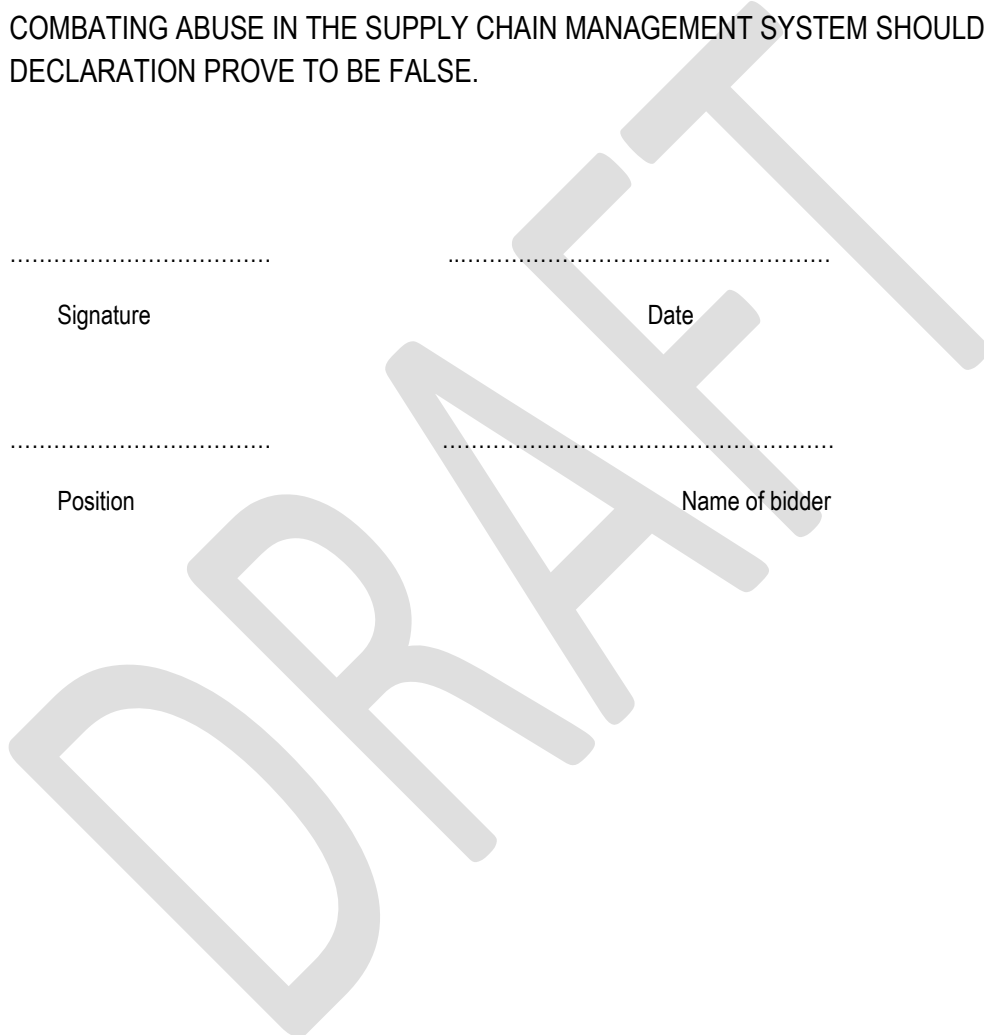
Date

.....

Position

.....

Name of bidder



4. FORM SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

The applicable preference point system for this tender is the **80/20** preference point system

- 1.2 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

- 1.3 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.4 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.5 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form

determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P}{P} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P}{P} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 + \frac{P_t - P}{P} \right) & \mathbf{or} & P_s = 90 \left(1 + \frac{P_t - P}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of verification
Black people ownership	5		Central Supplier Database (CSD) report
Women equity	3		Central Supplier Database (CSD) report
Youth equity	2		Central Supplier Database (CSD) report
Disability	2		Medical certificate or equivalent
Promotion of small businesses	3		Latest Financial statement
Enterprises located within Limpopo	3		Proof of address in the name of the company
Military Veterans (MVA)	2		MVA force number
TOTAL	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

.....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

 SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

5. FORM OF OFFER AND ACCEPTANCE

7.1 OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

“CONTRACT NO. MMSEZ/INF/03/2025/01 - THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT PROFESSIONAL ENGINEERING PEER REVIEW SERVICES WITH REGARDS TO THE DETAILED ENGINEERING DESIGNS, SPECIFICATIONS, PROCUREMENT AND CONSTRUCTION DOCUMENTATION, COST ESTIMATES, SITE MONITORING AND CONTRACT ADMINISTRATION OF THE INTERNAL & BULK ROADS AND STORMWATER IN PHASE 1B DEVELOPMENT OF THE NORTHERN SITE (ANTONVILLA) OF THE MUSINA MAKHADO SPECIAL ECONOMIC ZONE

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto and by submitting this Offer has accepted the Bid Conditions (Bid Rules).

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the *Consultant* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *Conditions of Contract* identified in the Contract Data.

The offered total of the Prices <u>exclusive</u> of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the Prices <u>inclusive</u> of 15% VAT is	R
(in words)	

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 including the schedule of deviations (if any) to the tenderer before the end of the period of validity stated in the tender Data, or other period as agreed, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the Bidder:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

**Name &
Signature of
Witness**

Date:

7.2 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 Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement between the Employer and the Bidder 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 Pricing Data
- Part C2 Scope of Work
- Part C3 Agreements and Contract Data, (which includes this form of Offer and Acceptance)
- Part C4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into the parts above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Bidder 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 said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Bidder 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 at, or just after, the date this Agreement comes into effect. 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 on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

The preferred Bidder will be obliged to conclude a Service Level Agreement (SLA) with the Employer as per the terms and conditions as will be set out in the bid document. Should there be conflict between this Form of Offer and Acceptance and the Service Level Agreement, the latter shall govern.

For the Employer

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

Name &
Signature of
Witness

Date _____

7.3 SCHEDULE OF DEVIATIONS

1 Subject
Details
2 Subject
Details
3 Subject
Details
4 Subject
Details
<p>By the duly authorized 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 returnable 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.</p> <p>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.</p> <p>for the TENDERER</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Capacity: _____</p> <p>for the EMPLOYER</p> <p>(Name and address): _____</p> <p>_____</p> <p>_____</p> <p>Name and _____ Date: _____</p> <p>Signature of witness _____</p>

THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT PROFESSIONAL ENGINEERING PEER REVIEW SERVICES WITH REGARDS TO THE DETAILED ENGINEERING DESIGNS, SPECIFICATIONS, PROCUREMENT AND CONSTRUCTION DOCUMENTATION, COST ESTIMATES, SITE MONITORING AND CONTRACT ADMINISTRATION OF THE INTERNAL & BULK ROADS AND STORMWATER IN PHASE 1B DEVELOPMENT OF THE NORTHERN SITE (ANTONVILLA) OF THE MUSINA MAKHADO SPECIAL ECONOMIC ZONE

PART B: TERMS OF REFERENCE & SCOPE OF WORKS

1. INTRODUCTION

Musina Makhado Special Economic Zone (MMSEZ) is a State-Owned Company (SOC) Business Reg No: MMSEZ SOC LTD 2017/09047/30 established in terms of the SEZ Act to develop, manage and operate the SEZ, it is a wholly owned subsidiary of the Limpopo Economic Development Agency.

Musina-Makhado SEZ has been designated to be the epicentre of industrial development in Limpopo Province. MMSEZ is a flagship initiative of the Limpopo Provincial government to promote industrialization through a beneficiation economy while providing value-adding commercial business solutions.

MMSEZ aims to achieve rapid industrialization through the use of the SEZ as an investment promotion and an industrial policy tool and seeks to attract foreign and domestic investors in resource-based industries.

MMSEZ is a green field investment platform that provides unique business opportunities in various industrial and supporting clusters such as minerals beneficiation, robotics, logistics, agro-processing, and general, manufacturing.

1.1. PROJECT BACKGROUND

Musina- Makhado Special Economic Zone State Owned Company (MMSEZ SOC) is an entity that seeks to accelerate industrial diversification through strategic economic development interventions.

It is for this reason that **MMSEZ SOC** has appointed a service provider to conduct detailed designs, cost estimates, construction documentations & perform site monitoring services of the internal and external bulk roads and stormwater in the **Phase 1B** of the SEZ development in **September 2021**.

The **Professional Fee value** upon which the consulting engineers were appointed was **R19.7Million** incl. Vat.

Furthermore, a **contractor was appointed for the construction phase** of the project in **April 2022**. The **construction contract value** was **R200 Million** incl. Vat.

However, due to some critical problems the construction contractor's work was initially suspended and the later the contract was terminated.

2. OVERALL OBJECTIVES OF THE PROJECT

MMSEZ SOC wishes to appoint a competent professional team to conduct professional engineering peer review services and with regards to the detailed engineering designs, specifications, procurement and construction documentation, site monitoring and contract administration of the internal & bulk roads and stormwater in the Phase 1b development of the Northern Site (Antonvilla) of the Musina Makhado Special Economic Zone and to ascertain the following:

- a) whether the services rendered professionally and correctly in terms of relevant South African construction standards, regulations, codes of practice and laws and in line with world's best practice principals.
- b) whether the services rendered in compliance with the appointed service providers' contractual obligations and that civil engineering design
- c) whether all requisite approvals, certificates, permissions, wayleaves, waivers, etc. were obtained from the applicable regulatory authorities at the appropriate time in the project development timeframe.
- d) Whether all applicable Stages prescribed in the Engineering Council of South Africa's Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000, March 2021, have been followed and complied with in detail and that the appropriate deliverables criteria have been met, as would be reasonably expected of a competent engineering professional individual or firm

This would represent the **first phase** of the **services required**.

A **second phase** to this appointment would be to present **expert witness type testimony** at any dispute resolution hearings that may occur in the future, in whatever form these may take.

3. BRIEF

- 4.1 The Service Provider will be expected throughout to give preference to the execution of the work involved in this commission.

- 4.2 All work is to be performed by the persons listed as Key Persons and persons under their supervision and further be executed as described in the Programme.
- 4.3 Notwithstanding any other requirements as listed elsewhere, the Service Provider shall submit a weekly report indicating progress of the Services.
- 4.4 Upon approval of report and finalisation of projects, it is a requirement that the Service Provider forward to the Employer all documents relating to this service

4. AVAILABLE DATA

The following data will be made available to all bidders for the purposes of bidding:

- Roads Key Plan

The following data will be made available to the winning bidder:

- Contractual documentation between MMSEZ and service provider.
- Roads and Stormwater Designs drawings and details.
- Phase B Roads and Stormwater construction contract document.
- All available approval documentation.
- Available records of all communications, minutes, instructions, etc. generated during the administration of contract.

NB: This list is not exhaustive. Further information will be made available to the successful bidder as necessary upon commencement of services.

5. USE OF REASONABLE SKILL AND CARE

- 5.1 It will be expected of the Service Provider to apply reasonable skills and due diligence in the execution of the duties stipulated in this document which shall include inter alia the following:
- 5.2 Although the Service Provider's documents may be scrutinised by the Employer, this shall in no way relieve him of his professional responsibility for the proper and prompt execution of his duties. The Employer shall also be entitled to have any documentation or calculations verified by Others. In the event of malperformance, default or negligence, the Employer shall have the right to claim compensation or damages and set off such against any amount payable.
- 5.3 During assessment of any existing facilities, which may have a direct bearing on the Project, the Service Provider shall determine deficiencies with such facilities in terms of

the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the SANS 10400, etc. and recommend measures to rectify those during the project execution phase.

- 5.4 The Employer shall be notified by the Service Provider and his personnel of any transgression of inter alia the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and environmental legislation during the Service Provider's operation pertaining to the Contract regardless of who may be involved.

6. PROJECT TIMELINES

The **appointment** would be for a **period of 3 months** from the date of signing the service level **agreement**.

7. APPLICABLE SPECIFICATIONS AND STANDARDS

The following standards and specifications (as appropriate) will, amongst others, be applicable:

- Guidelines for human settlement planning and design: The Red Book
- SANS 2001 Standard Specification for Civil Engineering Construction
- SANS 1200 Standardised specification for Civil Engineering Construction
- SANS 10100 Structural Use of Concrete Part 1 & 2
- SANS 10162 The structural use of Steel
- RH 4 – Structural Design of Flexible Pavements for Interurban and Rural Roads. Pretoria:
- Department of Transport, Committee of Land Transport Officials (COLTO). (1996)
- TRH 26 – South African Road Classification and Access Management Manual. Pretoria: The
- South African National Road Agency Limited. Committee of Transport Officials. (2012).
- UTG 3 – Structural Design of Urban Roads. Pretoria: Committee of Urban Transport
- Authorities. Department of Transport. (1988).
- UTG 5 – Geometric Design of Urban Collector Roads. Pretoria: Department of Transport.
- Committee of Urban Transport Authorities. (1988).
- UTG 7 – Geometric Design of Urban Local Residential Streets. Pretoria: Department of
- Transport. Urban Transport Authorities. (1989).
- Various other applicable TRH & TMH Manuals
- COTO Standard Specifications for Road and Bridge Works for South African Road Authorities

Form

- SANRAL Drainage Manual
- Occupational Health and Safety Act 1993
- Construction Regulations of 2014
- Etc.

8. SITE BRIEFING

There shall be **compulsory Hybrid briefing at 11h00 on 16 May 2025** . All Bidders who did not attend the Compulsory Site Briefing shall automatically be disqualified.

9. EVALUATION CRITERIA

Proposals will firstly be evaluated for as follows: -

- 1st Administrative Compliance
- 2nd Mandatory Requirement (pre-qualification criteria)
- 3rd on Functionality
- 4th on Price & Preference Points (for bidders who met the minimum required functionality points of 70)

1st Stage - ADMIN COMPLIANCE

Administrative compliance will cover all the requirements as per bid document which include review of completion of all submission documents, of all compulsory required information and adherence to the bid invitation including attendance to compulsory briefing session.

The required compulsory documentation is listed in Part A: Bid Document, Section 4. Bid Submission Returnable Documentation.

2nd STAGE – MANDATORY REQUIREMENTS (PRE-QUALIFICATION CRITERIA)

Bidders must include the following mandatory resources in their bid submission:

- 1) Senior Professionally Registered Civil Engineer (ECOSA PrEng with at least 10 year's proven post registration experience with extensive industrial township roads and stormwater design experience). The proposed person must also have prior experience with at least two peer review projects with regards urban roads and stormwater projects. Candidate registration or Pr. Techni or Pr.Tech.Eng registrations will not be accepted)
- 2) At least three (3) Professionally Registered Assistant Civil Engineers or Assistant Engineering Technologists (ECOSA PrEng or Pr. Tech.Eng with at least 5 year's proven

post registration experience with extensive industrial township roads and stormwater design experience). Candidate registration or Pr. Techni registrations will not be accepted)

- 3) Must provide comprehensive CVs for all these 4 individuals.

Bidders must attach copies of appropriate qualifications and professional registration certificates and must be in good standing with the relevant professional council at the time of bid submission. Bidders must also present comprehensive CV's with verifiable references related to relevant experience projects completed.

NB:

1. A bidder that does not meet all the required mandatory requirements (pre-qualification criteria) or does not provide the necessary qualifications and/or professional registration proof documentation as stated above **will be disqualified** and will not be assessed for next stage of evaluation.
2. Each proposed resource may only be utilised for one of the mandatory disciplines listed above. If any resource is listed for more than one discipline, the bid shall immediately be disqualified.
3. Each of the proposed discipline resources shall only be utilized in one bid. Should there be a duplication of resources over more than one bid, such bids will both be disqualified.
4. Each resource listed shall be accompanied by a signed letter from the particular resource providing permission that they may be used in the bid and that their personal information (CV, ID Copy, qualifications and registration certificates and other associated documentation) may be included in the bid.

3rd STAGE – FUNCTIONALITY

A technical capacity evaluation will be conducted as the 3rd Stage- Functionality. A table with various technical aspects will be required to be completed by potential bidders. The bidders will be scored out of 100 possible points against the information entered by the bidders into the table.

Only bidders who attain a minimum of 70 points on Functionality will qualify to proceed for further evaluation on Price and Preference points.

FUNCTIONALITY	EVIDENCE/ SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
<p>1. EXPERIENCE OF THE BIDDING ENTITY</p> <p><u>Each</u> project listed to include a Letter of Appointment (LoA) <u>OR</u> a Purchase Order (PO) for Professional Services related to Roads /Stormwater Planning, Design and Construction Monitoring of Roads and Stormwater in <u>Industrial Township Construction Projects with a Professional Fee Value of R10 Million (Incl. Vat) or above</u> and each must be accompanied by a Final Completion Certificate which specifically states the Final Construction Value as well as completion dates for the project. Alternatively, a signed Letter of Satisfaction (Reference Letter) from the Client confirming that the service was satisfactorily completed with dates, construction and professional fee values confirmed will be accepted.</p> <ul style="list-style-type: none"> • 1 appointment letter or PO with completion certificate submitted = 6 points • 2 appointment letters or POs with 2 completion certificates submitted = 12 points • 3 appointment letters or POs with 3 completion certificates submitted = 18 points • 4 appointment letters or POs with 4 completion certificates submitted = 24 points • 5 appointment letters or POs with 5 completion certificates submitted = 30 points 	<p>Appointment Letters <u>OR</u> Purchase Orders (P.O.'s) each indicating the professional services appointment value (not construction cost value) of R10 Million Inc Vat or above for relevant engineering services, each accompanied by a final completion Certificate for the Main Construction Contract or, alternatively a Reference Letter from the Client confirming that the service was successfully completed by the Bidder and to include completion dates as well as construction and professional fee values and project description and location.</p> <p><u>(Completion Certificate must be a Final Completion Certificate)</u></p>	30	

FUNCTIONALITY	EVIDENCE/ SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
	<p>NB: An appointment letter or purchase order without a final completion certificate or an appropriate reference letter from client shall <u>not</u> be considered.</p>		
<p>2. ONE PROFESSIONAL ENGINEER WITH RELEVANT EXPERIENCE</p> <p>Please provide detailed CVs (with contactable references details) of proposed team, certified copies of qualifications; ID and affiliations with relevant professional bodies for the following: -</p> <p>1) Senior Civil Engineer (Roads & SW and Expert Witness Specialist)</p> <p>Senior Civil Engineer</p> <ul style="list-style-type: none"> ○ 15 years' experience & above post professional registration = (25 points) ○ More than 10 years to below 15 years' experience post professional registration = (15 points) ○ Less than 10 years' experience post professional registration = (0 points) 	<p>Bidders to please Attach detailed CVs, Certified Copies of Qualifications including respective Professional Registrations, Certified Copies of Identity Documents, and the Organogram of the Technical Team.</p> <p>NB: The organogram must clearly indicate the role of each professional team member.</p> <p>Professional Registration:</p> <p>Senior Civil Engineer = Professional Registration</p>	<p>25</p>	

FUNCTIONALITY	EVIDENCE/ SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
	with ECSA as Pr.Eng (not a candidate registration, Pr.Tech.Eng or Pr.Techni)		

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FUNCTIONALITY	EVIDENCE/ SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
<p>3. THREE ASSISTANT PROFESSIONAL ENGINEER OR ASSISTANT ENGINEERING TECHNOLOGISTS WITH RELEVANT EXPERIENCE</p> <p>Please provide detailed CVs (with contactable references details) of proposed professional engineering team, certified copies of qualifications; ID and affiliations with relevant professional bodies for the following: -</p> <p>3 X Professional Engineers and/or Engineering Technologists. Where the post professional registration experience of the least experienced (in terms of time) team member is</p> <ul style="list-style-type: none"> ○ 15 years' experience & above post professional registration = (15 points) ○ More than 10 years to below 15 years' experience post professional registration = (12 points) ○ More than 5 years to below 10 years' experience post professional registration = (9 points) ○ More than 3 years to below 5 years' experience post professional registration = (6 points) ○ More than 1 years to below 5 years' experience post professional registration = (3 points) ○ Less than 1years' experience post professional registration = (0 points) 	<p>Three Assistant Civil Engineers or Assistant Civil Engineering Technicians = Professional Registration with ECSA as Pr.Eng or Pr.Tech.Eng (not a candidate registration or Pr.Techni)</p>	15	

FUNCTIONALITY	EVIDENCE/ SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
<p>4. METHODOLOGY & PROPOSAL</p> <p>➤ Bidders must clearly demonstrate methodology of project implementation proposal submitted. This must cover:</p> <ul style="list-style-type: none"> • Initiating process (0-3) • Planning process (0-3) • Executing process (0-3) • Monitoring and controlling process (0-3) • Closing process (0-3) <p>➤ The bidder must further demonstrate how these processes shall be managed:</p> <ul style="list-style-type: none"> • Cost management and reporting (0-3) • Program schedule management (0-3) • Quality management (0-3) • Resource management (0-3) • Risk management (0-3) 	<p>➤ Comprehensive bid specific proposals must be submitted addressing all the requirements as per bid scope.</p> <p>➤ Detailed Methodology with full demonstration of technical capacity and works schedule to strictly deliver the project within the timeframe (3 months)</p> <p><i>NB: Scores given for the different bullet point items listed in the Methodology & Proposal section submission shall range between 0 and 3 and will be scored according to the quality of the information included for each item.</i></p>	30	

FUNCTIONALITY	EVIDENCE/ SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
	<p><i>Should no methodology and/or milestone information be provided for any of the bullet point items, the Bidder will be scored zero (0) for each of the specific items for which no submission has been provided.</i></p>		
TOTAL POINTS		100	
MINIMUM THRESHOLD		70	

NB: All professionals to be registered with the relevant respective professional bodies, e.g., ECSA, SACPCMP, SACQSP, etc.

Additionally, should it become necessary to replace any of the key personnel listed above during project execution, such can only be replaced by individuals with equivalent or better qualifications and experience, who satisfy the same prequalification requirements, and such can only be done after written Client Internal Project Manager Approval is sought and obtained. This should be based on a sound, clear and convincing written motivation for such by the appointed service provider.

4th STAGE – PRICE AND PREFERENCE POINTS

Thereafter, the **fourth stage** of evaluation will be according to the preference points claimed for specific goals and price (refer also to SBD 6.1) and the Preferential Procurement Regulations, 2022 (80/20 preference point system). Bids will be evaluated in terms of 80/20 Preference Points System. All bid offers of bids who met the minimum threshold of 70 points for Stage 3 Functionality, shall be evaluated based on the following criteria:

1. The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on pro-rata basis. Pricing should be indicated in South African Rand, all-inclusive.
2. Bidders must include a fully completed and signed Preference Points claim form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1) In the event of failure to fully complete and sign SBD 6.1, bidders will not be awarded points attributed to specific goals.
3. The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{\min} = Price of lowest acceptable tender.

4. A maximum of 20 points may be awarded to a tenderer for the specified goals for the tender.
5. The points scored for the specific goal must be added to the points scored for the price and the total must be rounded off to the nearest two decimal places.
6. Points will be awarded to a bidder for attaining the specific goals in accordance with the table below.
7. 80/20 preference point system for acquisition of goods or services with Rand value equal to or below R50 million

Description (Specific goals)	Number of points (20)
Black people ownership	5
Women equity	3
Youth equity	2
Disability	2
Promotion of small businesses	3
Military Veterans (MVA)	3
Total points	20 points

10. CONTRACTING & CONTRACT MODULE

- The Contract between the appointed Professional Engineer and the Employer (MMSEZ SOC) shall be governed by the NEC 3 Professional Services Contract, duly completed and signed by both parties. The appointed Professional Consulting Engineer service provider shall provide the MMSEZ SOC with a Copy of such.
- The appointed Professional Consulting Engineer service provider the necessary PI Insurance with the PI Insurance Limit being set at two (2) times the value of the professional fees applicable to the appointment and shall apply for each and every claim. The time limit on the professional indemnity insurance provided shall be 10 years.

For the purposes of this Bid however, the Bidder must provide proof of current PI Insurance (not necessarily to the value as stated above, which will only be required to be in place after the appointment of the service provider).

The successful Bidder will be obliged to conclude a **Service Level Agreement (SLA)** with MMSEZ SOC as per the terms and conditions as set out in the bid document. In case of **conflict** between the **SLA** and the **Contract Data**, the **Contract Data shall govern**.

- MMSEZ SOC reserves the right to amend the agreement prior to finalisation thereof between the parties. MMSEZ SOC shall not be liable to any bidder or any other person for damages of

whatsoever nature which may have been suffered as a result of such amendment. It will be included in the bid conditions that upon bidders submitting a bid, they agree to the principal that their bids have been submitted in accordance with the conditions contained in the bid document.

- The Successful Bidder shall carry out full services that include, but are not limited to, assessments, designs, plans, investigations and reports required, collect all data relevant to the project, identify limitations, investigate options for the proposed development and identify mechanical, electrical, civil and structural works interface requirements, review concept designs and thereafter produce detailed designs and compile required reports, review obtained approvals of drawings from SANRAL, RAL, relevant Provincial Government Departments, Musina Local Municipality and the MMSEZ SOC, interface and cooperate with the MMSEZ SOC internal project managers and provide contract administration, resident engineering and engineering project management services.
- The Bidders must have adequate resource capacity to investigate, assess and review the design and administration of the entire project.

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THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT PROFESSIONAL ENGINEERING PEER REVIEW SERVICES WITH REGARDS TO THE DETAILED ENGINEERING DESIGNS, SPECIFICATIONS, PROCUREMENT AND CONSTRUCTION DOCUMENTATION, COST ESTIMATES, SITE MONITORING AND CONTRACT ADMINISTRATION OF THE INTERNAL & BULK ROADS AND STORMWATER IN PHASE 1B DEVELOPMENT OF THE NORTHERN SITE (ANTONVILLA) OF THE MUSINA MAKHADO SPECIAL ECONOMIC ZONE

PART C: PRICING DATA

1. Pricing Instructions

1.1 Basis of Remuneration, Method of Tendering and Estimated Fees

- 1.1.1. Professional fees for civil engineering Services will be paid on a time basis as specified in clause 1.3. However, it must be noted that this is a “Lump Sum” bid with the bid value being fixed.
- 1.1.2. Bidders are to Bid the different rates for the different categories in the Activity Schedule for Time Based Fees

1.2 Remuneration for Civil Engineering Services

- 1.2.1 Professional fees shall be calculated using different rates entered for the different categories in the activity schedule for time-based fees multiplied by the proposed number of hours spent plus value added tax, all according to the provisions under 1.3.2
- 1.2.2 The amount tendered herein may not be amended according to the actual number of hours for each level, as the Bid will present a Lump Sum professional fee submission. Should adjustments be found necessary due to a lack of information at the time of bidding, Such adjustments shall not be automatic and shall be at the discretion of and approval by the Employer in compliance with the requirements of PPPFA 2000: Preferential Procurement Regulations, 2022.

Accordingly, the Service Provider shall not necessarily be entitled to these adjustments. The Service Provider still bears the responsibility of ensuring that the offer provided is reasonable and adequate to carry out the services being bid for. The Lump Sum Bid value shall be a maximum limit and the full professional services per the scope of works shall be completed within this value, in accordance with the prescripts of PPPFA 2000: Preferential Procurement Regulations, 2022.

- 1.2.3 Reimbursable rates for typing, printing and duplicating work and forwarding charges herein will be paid in full, in accordance with the sum bid and the Payment Schedule in Section 3 below.
- 1.2.4 Disbursements in respect of all travelling and related expenses including all travelling costs, time charges and subsistence allowances related thereto **will not be paid for separately**. Bidders must make provision for and include all such costs in their Bid when calculating the rates offered, in the section allocated for this.
- NB:** The site must be visited as often as the works require for the execution of all duties on the Project. The Service Provider must be available at 24 hours' notice to visit the site if so required. All costs in this regard will be deemed to be included in the applicable fees.
- 1.2.5 All professional fees invoices need to be signed by a principal of the Service Provider and submitted in the prescribed format, failing which the accounts will be returned.
- 1.2.6 For all time-based bid services provided as a lump sum, proof of stage completion in the form of a report, together with supporting documentation, should be submitted with each professional fee invoice.**
- 1.2.7 Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider. Any change in such banking details must be communicated to the Employer timeously. Professional Fees Invoices, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time.
- 1.2.8 Professional Fees Invoices for Services rendered may be **submitted on the successful completion of each stage of work** as set out in the Schedule of Payments, included in Section 3, below. Interim professional fees invoices, at increments other than that shown in Section 3: Payment Schedule, will not be considered. Payment of invoices rendered will be subject to the scrutiny thereof by Employer. The Employer reserves the right to amend the amounts claimed in order to conform to the rates/stage payments stipulated in this Contract and make payment on the basis of the balance of the account.

1.3 Time-based Lump Sum Fees

- 1.3.1 The principles are as described in clauses 4.4 (1), (2) and (3) of the **2021 ECSA - Scope of Engineering Services and Tariff of Fees**, excepting that the rates referred to in clause 4.4 (3) shall be replaced by the various rates per hour tendered for the various categories in the Activity Schedule for Time Based Fees. The time-based rates together with the time proposed for each of the Staff Categories determine the total bid value. Payment of fees will occur at definitive stages, as set out in the Schedule of Payments, included in Section 3, below.
- 1.3.2 The various categories referred to in the Activity Schedule for Time Based Fees, are the categories described in clause 4.4 (2) of the 2021 ECSA- Scope of Engineering Services and Tariff of Fees.
- 1.3.3 Work will be remunerated for at the category level in which it falls as defined above, irrespective of whether the person who in fact had executed the work functions at a higher category of responsibility and competence.

1.4 Set off

- 1.4.1 The Employer reserves the right to set off against any amount payable to the Service Provider, any sum which is owing by the Service Provider to the Employer in respect of this or any other project.

1.5 Typing, printing and duplicating work and forwarding charges

- 1.5.1 For the costs of typing, printing and duplicating work in connection with the documentation, the Service Provider shall indicate a lump-sum cost in the Pricing Schedule as part of his/her offer, within the pricing schedule. Should no item have been included in the pricing schedule in the bid document for any particular disbursement cost, then in accordance with the latest Rates for Reimbursable expenses published on http://www.publicworks.gov.za/PDFs/consultants_docs, a market related cost will be negotiated and agreed with the Employer.

1.6 Travelling and subsistence arrangements and tariffs of charges

- 1.6.1 Notwithstanding the ruling above (regarding disbursements and travelling expenses which will not be paid separately), when the Service Provider is requested in writing by or obtained prior approval in writing from the Employer to attend specific meetings at any of the Employer's offices or any extraordinary

meetings on site or elsewhere, he will be remunerated according to the provisions provided herein.

- 1.6.2 The most economical mode of transport is to be used taking into account the cost of transport, subsistence and time. Accounts not rendered in accordance herewith may be reduced to an amount determined by the Employer.
- 1.6.3 As the tariffs referred to hereunder are adjusted from time to time, accounts must be calculated at the tariff applicable at the time of the expenditure.
- 1.6.4 Where journeys and resultant costs are in the Employer's opinion related to a Service Provider's malperformance or failure, in terms of this Contract, to properly document or co-ordinate the work or to manage the Contract, no claims for such costs will be considered.
- 1.6.5 Fees for travelling time shall be charged at a full rate and are payable in full.
- 1.6.6 Fees for travelling costs will be in accordance with the **latest applicable Rates for Reimbursable expenses published on http://www.publicworks.gov.za/PDFs/consultants_docs from time to time.** Travelling costs will be refunded for the full distance covered per return trip measured from the office of the Service Provider appointed.
- 1.6.7 In cases where use is made of hired vehicles, the most economical sized vehicle available is to be used but compensation shall nevertheless be restricted to the cost of a hired car not exceeding a capacity of 1300 cc. Where use of a special vehicle is essential (e.g. four X four for rough terrain or minibus to accommodate more people), prior approval in writing must be obtained from the Employer.
- 1.6.8 Accommodation should be limited to the equivalent of a three-star hotel and no alcoholic beverages or entertainment costs may be claimed for.

2. Pricing Schedule/ Activity Schedule

- 2.1 The services as defined in the Scope of Services are required. The activity schedule below lists the normal services as defined in the 2021 ECSA - Scope of Engineering Services and Tariff of Fees,(Annexure C), clause 3 and as further defined in the Scope of Services, as well as additional services as defined in the Scope of Services, of this document. (The clause references refer to the corresponding clauses in the 2021 ECSA - Scope of Engineering Services and Tariff of Fees.)
- 2.2 The total price provided will not be re-measurable and shall be deemed a lump sum professional fee proposal with the Bid Value being the maximum value of the Contract, subject to the prescripts of PPPFA 2000: Preferential Procurement Regulations, 2022.

2.3 The tenderer must make provision for all activities necessary for the execution of the service as set out in the Scope of Services.

2.4 The following compulsory Pricing Schedule is to be completed as part of the Bid:

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Sched Item	Description	Unit	Quantity	Rate (R c)	Amount (R c)
	Peer Review MMSEZ Northern Site - Roads & Stormwater :				
	<u>Preamble: Rates bid shall be lump sum type rates and to include all overheads, profit, various disbursement expenses, etc. No requests for further payment amounts related to these items will be entertained.</u>				
A	<u>Preliminary Activities:</u>				
<i>A1. Kick-off meeting - on site (Preparation of detailed agenda preparation & detailed minutes preparation)</i>					
A1.1	Cat B Professional Staff Member	hr	8		
A1.2	Cat C Professional Staff Member	hr	24		
<i>A2. Review of Documents & Gap Analysis (Procurement Documents, Contract Documents, Design & Specification Documentation, Bid Documents, Contract Administration Documents and Development of Peer Review Methodology & Generation of Peer Review Inception Report)</i>					
A2.1	Cat B Professional Staff Member	hr	16		
A2.2	Cat C Professional Staff Member	hr	48		
B	<u>Technical Review :</u>				
<i>B1 Assessment all reports and of all geometric road, pavement , stormwater, etc. designs and specifications</i>					
B1.1	Cat B Professional Staff Member	hr	20		
B1.2	Cat C Professional Staff Member	hr	80		
<i>B2. On-site detailed inspection to validate assumptions</i>					
B2.1	Cat B Professional Staff Member	hr	16		
B2.2	Cat C Professional Staff Member	hr	40		
C	<u>Reporting and Recommendations:</u>				
<i>C1 Preparation of draft peer review report</i>					
C.1.1	Cat B Professional Staff Member	hr	16		
C.1.2	Cat C Professional Staff Member	hr	40		
<i>C2. Presentation of findings and recommendations to stakeholders</i>					
C2.1	Cat B Professional Staff Member	hr	16		
<i>C3. Preparation of final peer review report</i>					
C3.1	Cat B Professional Staff Member	hr	10		
C3.2	Cat C Professional Staff Member	hr	20		
D	<u>Additional Services</u>				
D.1	Land Surveying	Prov Sum	1	-	R100 000.00
D.2	Geotechnical Services	Prov Sum	1	-	R50 000.00
E	<u>Disbursements</u>				
E.1	Travel and accommodation	Sum	1		
E.2	Communications (phones, emails, etc)	Sum	1		
E.3	Printing, plotting, binding, etc	Sum	1		
SUBTOTAL : Peer Review MMSEZ - Roads & Stormwater (Excl Vat)					
VAT @ 15%					
<u>Total Bid Price (VAT Incl.) carried to Form of Offer</u>					

The Bidder's Name: _____

Signature: _____

Date: _____

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3. PAYMENT SCHEDULE

The following Payment Schedules will be applicable to the Professional Services Contract:

Item	Applicable Work Stages/Activities	Fee Per Work Stage (Excl. Vat)
A	Preliminary Activities : - Kick-off meeting - Contract Documentation and Design review - Detailed Peer Review Plan & Methodology	20%
B	Technical Review : - Assessment of Road Design - Assessment of Stormwater Design - Assessment of Geotech assumptions - Site Visit	45%
C	Reporting and Communication : - Draft Report Preparation - Findings and Recommendations - Final Report	35%

The Bidder's Name: _____

Signature: _____

Date: _____

THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT PROFESSIONAL ENGINEERING PEER REVIEW SERVICES WITH REGARDS TO THE DETAILED ENGINEERING DESIGNS, SPECIFICATIONS, PROCUREMENT AND CONSTRUCTION DOCUMENTATION, COST ESTIMATES, SITE MONITORING AND CONTRACT ADMINISTRATION OF THE INTERNAL & BULK ROADS AND STORMWATER IN PHASE 1B DEVELOPMENT OF THE NORTHERN SITE (ANTONVILLA) OF THE MUSINA MAKHADO SPECIAL ECONOMIC ZONE

PART D: CONTRACT DATA

The Conditions of Contract are the NEC3 Professional Services Contract (Third edition of April 2013) published by the Institution of Civil Engineers (ICE), United Kingdom. It is assumed that the Bidder is in possession of the Conditions of Contract or able to possess one.

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Services Contract, which requires it. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the above referenced NEC3.

1. Part one - Data provided by the Employer.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option and secondary Options	<p>A: Priced Contract with Activity Schedule</p> <p>W1: Dispute resolution procedure</p> <p>X1: Price adjustment for inflation</p> <p>X2 Changes in the law</p> <p>X5: Sectional Completion</p> <p>X7: Delay damages</p> <p>X9: Transfer of rights</p> <p>X10 Employer's Agent</p> <p>X11: Termination by the Employer</p> <p>X18: Limitation of liability</p> <p>Z: Additional conditions of contract</p>
	of the NEC3 Professional Services Contract (April 2013)	
10.1	The <i>Employer</i> is (Name):	MMSEZ SOC
	Address	Registered office at: MMSEZ OFFICES, 93 BICCARD STREET, POLOKWANE

	Tel No.	
	Fax No.	N/A
11.2(9)	The <i>services</i> are	Professional Engineering Peer Review of Current Professional Engineer appointment for Roads and Stormwater Infrastructure Design, Site Monitoring and Contract Administration Services
11.2(10)	The following matters will be included in the Risk Register	1. Insufficient funds to complete construction 2. Time – the Contractor must plan his work properly to ensure the project is completed within the contract period. Any delays will have a negative impact on subsequent activities that the Employer is planning to undertake.
11.2(11)	The Scope is in	Part A: Terms of Reference Section 9 Scope of works
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	7 Calendar days
13.6	The <i>period for retention</i> is	N/A
2	The Parties' main responsibilities	
22.1	<i>Key People</i> named in the contract data by the Contractor	If the Service Provider subcontracts work, it should not be more than 25% of the total value of the contract.
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to: Reports per Part A Terms of Reference Section 3 available data
		access date: 7 Calendar Days after receipt signed form of acceptance

3 Time

31.2 The *starting date* is. **14 Calendar days after receipt of signed Form of Acceptance**

11.2(3) The *completion date* for the whole of the *services* is. **3 Months after start date.**

11.2(6) The *key dates* and the *conditions* to be met are:

<u>Condition to be met</u>	<u>key date</u>
1. Submission of Project Schedule	14 Calendar days after receipt of signed Form of Acceptance
2. Submission of PI Insurance Policy Schedule	14 Calendar days after receipt of signed Form of Acceptance
3. Kick-Off meeting	7 Calendar days after receipt of signed Form of Acceptance

31.1 The *Consultant* is to submit a first programme for acceptance within **14 Calendar days of the Contract Date.**

32.2 The *Consultant* submits revised programmes at intervals no longer than **Four weeks.**

4 Quality

40.2 The quality policy statement and quality plan are provided within **Full ISO Quality Systems compliance. Four weeks of the Contract Date.**

41.1 The *defects date* is **Fifty-two weeks after Completion of the whole of the *services*.**

41.2 The period of defects correction is **14 calendar days**

5 Payment

50.1 The *assessment interval* is **between the 20th and 25th day of each successive month, but upon stage completion as indicated in Part C: Pricing Data Section 3: Payment Schedule**

50.3 The *expenses* stated by the *Employer* are:

Item	Amount
<ul style="list-style-type: none"> • printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to others, other than general correspondence and minor reports • covers and binding of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to others other than general correspondence and minor reports • maps, models and presentation materials required by the <i>Employer</i> 	<p>As per rate supplied in pricing schedule in submitted bid. Should no item have been included in the pricing schedule in the bid document then in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/Service Providers and failing that, a market related cost will be negotiated and agreed with The Employer.</p>
<ul style="list-style-type: none"> • Accommodation where the services necessitate that staff identified in Part 2 of the Contract Data to be accommodated in the respective Municipalities identified by the <i>Employer</i> to perform the services authorized by the <i>Employer</i> 	<p>Cost limited indicated in Pricing Schedule.</p>
<ul style="list-style-type: none"> • Vehicle travel from Identified District corresponding Identified Municipality to perform the services authorized by the <i>Employer</i> 	<p>As per lump sum rates supplied in pricing schedule in submitted bid. Should no item have been included in the pricing schedule in the bid document then in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/Service Providers and failing that, a market related cost will be negotiated and agreed with The Employer.</p>

51.1 The period within which payments are made is **30 days after receipt of tax invoice**

51.2	The <i>currency of this contract</i> is the	South African Rand
51.5	The <i>interest rate</i> is	the prime rate of interest charged by The Employer's Bank at the time an amount payable in SA Rand was due.

6 Compensation events As per standard NEC3 clause 60.1 apply

7 Rights to material Clause X9 applies - Copyright in all documents, drawings and records whether manually or electronically produced, which form part of the scope of services to be provided shall vest MMSEZ SOC. None of the documents, drawings or records may be used or applied in any manner, nor may they be reproduced or transmitted in any form or by any means whatsoever for or to any other person, for any other purpose than for use in this project, without the prior written consent of MMSEZSOC. The service provider will provide the Employer with a full set of Native design documentation.

8 Indemnity, insurance and liability

maintains insurance are as follows :

Event	Cover	The period following Completion of the whole of the works or earlier termination
Risk of design deficiency and or errors for which events Professional Indemnity would cover.	Two (2) times the value of professional fees applicable to the appointment in respect of each claim, without limit to the number of claims	10 years
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation Injuries and Diseases Act No. 130 of 1993 as amended and whatever the Service Provider deems desirable also Amount of cover to match contract value	Until the end of the <i>completion date</i> .
All risk contract works		

80.1 The amounts of insurance and the periods for which the *Consultant*

81.1

The Employer provides no insurance cover

81.2 The *Contractor* provides the certificate(s) from the accredited insurer(s) or broker(s) of South Africa stating that the insurance(s) required by this contract is in force before the signing of the contract arising from the award.

9 Termination

As per standard NEC3 clauses 90,91 and 92 shall apply

10 Data for main Option clause

A Priced Contract with Activity Schedule

Refer to "Pricing Schedule" within Part B: Bid Document'

Should the actual construction contract value, based on the appointed contractor's bid value, differ by more than 10% (up or down) from the estimated construction value used in this Bid document for the purposes of pricing the design fee component, the total professional fee bid amount (including for planning, design, project management, contract administration, site monitoring and disbursements) shall be adjusted proportionally to the change in percentage in construction value.

50.4 The *exchange rates* are those published in **N/A**

11 Data for Option W1

W1.1 The *Adjudicator* is

the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the

**Arbitration Foundation of Southern Africa
(AFSA).**

Address **1st Floor
Maisels Chambers
4 Protea Place Sandton**

Tel No. **+27 11 320 0600**

Fax No. **+27 (11) 320-0533**

e-mail **info@arbitration.co.za**

W1.2(3) The *adjudicator nominating body*
is: **the Chairman of the ICE-SA Division
(or its successor body) of the South African
Institution of Civil Engineering. (See www.ice-sa.org.za).**

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W1.4(2)	The <i>tribunal</i> is:	arbitration												
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.												
	The place where arbitration is to be held is	MMSEZ Offices.												
	The person or organisation who will choose an arbitrator													
	<ul style="list-style-type: none"> if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator, is 	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.												
12	Data for secondary Option clauses													
X1	Price adjustment for inflation													
X1.1	The index is	CPA is not permitted. Refer Clause 10A above dealing with Priced Contract with Activity Schedule												
	The staff rates are	Fixed at the Contract Date and are not variable with changes in salary paid to individuals												
X2	Changes in the law													
X2.1	The law of the project is	Republic of South Africa												
X5	Sectional Completion													
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>services</i> is:													
		<table border="1"> <thead> <tr> <th><i>stage</i></th> <th><i>description</i></th> <th><i>completion date</i></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Preliminary Activities:</td> <td>14 days after LOA</td> </tr> <tr> <td>2</td> <td>Technical Review:</td> <td>2 Months after LOA</td> </tr> <tr> <td>3</td> <td>Final Report:</td> <td>3 months after LOA</td> </tr> </tbody> </table>	<i>stage</i>	<i>description</i>	<i>completion date</i>	1	Preliminary Activities:	14 days after LOA	2	Technical Review:	2 Months after LOA	3	Final Report:	3 months after LOA
<i>stage</i>	<i>description</i>	<i>completion date</i>												
1	Preliminary Activities:	14 days after LOA												
2	Technical Review:	2 Months after LOA												
3	Final Report:	3 months after LOA												
X5 & X7	Sectional Completion and delay damages used together													
X7	Delay damages													
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	The Consultant pays delay damages at a rate of R5000 per calendar day												
X9	Transfer of rights	Copyright in all documents, drawings and records whether manually or electronically produced, which form part of the scope of services to be provided shall vest in MMSEZ SOC. None of the documents,												

		drawings or records may be used or applied in any manner, nor may they be reproduced or transmitted in any form or by any means whatsoever for or to any other person, for any other purpose than for use in this project, without the prior written consent of MMSEZ SOC. The service provider will provide the Employer with a full set of Native design documentation.
X11	Termination by the <i>Employer</i>	There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.
X18	Limitation of liability	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.00 (Zero Rand)
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	Twice the total of the Prices
X18.3	The <i>end of liability date</i> is	N/A.
Z	The <i>Additional conditions of contract</i> are	Z1 to Z15 always apply.

Z1 TAX INVOICES

The *Service Provider's* invoice.

Delete the first sentence of core clause 50.2 and replace with:

Invoices submitted by the *Service Provider* to the *Employer* include the details stated in the *Scope/ Price Schedule* to show how the amount due has been assessed, and the details required by the *Employer* for a valid tax invoice. Delete the first sentence of core clause 51.1 and replace by:

The Employer makes each payment within thirty days from the date of receipt (exclusive) of the Service Provider's invoice showing the details, which this contract requires or if a different period is stated in the Contract Data, within the period stated.

Z2 CESSION DELEGATION AND ASSIGNMENT

Z1.1 The *Consultant* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.

Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Consultant* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z3 JOINT VENTURES

Z3.1 If the *Consultant* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.

- Z3.2 Unless already notified to the *Employer*, the persons or organisations notify the *Employer* within two weeks of the Contract Date of the key person who has the authority to bind the *Consultant* on their behalf.
- Z3.3 The *Consultant* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Consultant* in writing.
-

Z4 CONFIDENTIALITY

- Z4.1 The *Consultant* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Consultant*, enters the public domain or to information which was already in the possession of the *Consultant* at the time of disclosure (evidenced by written records in existence at that time). Should the *Consultant* disclose information to Others in terms of clause 23.1, the *Consultant* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Consultant* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z4.3 In the event that the *Consultant* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Consultant*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Consultant* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* project works or any portion thereof, in the course of Providing the Services and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
-

Z5 WAIVER AND ESTOPPEL: ADD TO CORE CLAUSE 12.3:

- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
-

Z6 PROVISION OF A TAX INVOICE. ADD TO CORE CLAUSE 51

- Z6.1 The *Consultant* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number, the particulars of which will be confirmed at the time of acceptance of offer, on each invoice he submits for payment.
-

Z7 NOTIFYING COMPENSATION EVENTS

Z7.1 Delete from the last sentence in core clause 61.3, “unless the *Employer* should have notified the event to the *Consultant* but did not”.

Z8 *Employer’s limitation of liability*

Z8.1 The *Employer’s* liability to the *Consultant* for the *Consultant’s* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9 TERMINATION: ADD TO CORE CLAUSE 90.1, AT THE SECOND MAIN BULLET POINT, FOURTH SUB-BULLET POINT, AFTER THE WORDS "AGAINST IT":

Z9.1 or had a business rescue order granted against it.

Z10 DELAY DAMAGES: ADDITION TO SECONDARY OPTION X7 DELAY DAMAGES (IF APPLICABLE IN THIS CONTRACT)

Z10.1 If the *Consultant’s* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Consultant’s* obligation to Provide the Services.

Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

Z11 ETHICS

For the purposes of this Z-clause, the following definitions apply:

Affected Party means, as the context requires, any party, irrespective of whether it is the *Consultant* or a third party, such party’s employees, agents, or Subconsultants or Subconsultant’s employees, or any one or more of all of these parties’ relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Consultant*, or any member thereof in the case of a joint venture, or its employees, agents, or Subconsultants or the Subconsultant’s employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The Employer may terminate the Consultant's obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the Consultant did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the Employer has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the Employer can terminate the Consultant's obligation to Provide the Services for this reason
- Z11.3 If the Employer terminates the Consultant's obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the Employer does not have a contractual bond with the Committing Party, the Consultant ensures that the Committing Party co-operates fully with an investigation.
-

Z12 Change of Specific Goals Status in Terms of Preferential Procurement Regulations 2022

- Z12.1 Where a change in the Consultant's legal status, ownership or any other change to his business composition or business dealings results in a change to the Consultant's Specific Goals status, the Consultant notifies the Employer within seven days of the change.
- Z12.2 The Consultant is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his Specific Goals status to the Employer within thirty days of the notification or as otherwise instructed by the Employer.
- Z12.3 Where, as a result, the Consultant's Specific Goals status has decreased since the Contract Date the Employer may either re-negotiate this contract or alternatively, terminate the Consultant's obligation to Provide the Services.
- Z12.4 Failure by the Consultant to notify the Employer of a change in its Specific Goals status may constitute a reason for termination. If the Employer terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the Employer of completing the whole of the services in addition to the amounts due in terms of core clause 92.1.
-

Z13 Selection and appointment of the Adjudicator

Add the following paragraph to clause W.1.2(1)

"Within 2 weeks after declaring a dispute and if the Adjudicator was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za), whose availability to act as the Adjudicator the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the Adjudicator within four days of receiving the notice, failing which the person chosen by the notifying Party will be the Adjudicator for the Contract. The Parties appoint the selected Adjudicator under the NEC3 Adjudicator's Contract, April 2013."

Z14 Acts or omissions by mandatories

In terms of Section 37(2) of the Occupational Health and Safety Act of 1993 (Act 85 of 1993), the Contractor hereby agrees that the Employer is relieved of all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the Consultant and his employees to the extent permitted by this Act and that this contract comprises the written agreement between the Employer and the Consultant contemplated in section 37(2).

Z15 Applicable Legislation and Standards

1. This section applies to legislation emanating from national and provincial governments as well as that of any local authorities in whose area of jurisdiction the subject of the appointment falls and which has a bearing on the activities and facilities under this appointment.
2. All the applicable legislation, which do not specifically allow discretion in respect of compliance by the State, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or

- in writing, to the contrary. (Refer inter alia to Section 41 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)).
3. Should any applicable legislation allow discretion in respect of compliance by the State, it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the appointed professional team by the departmental project manager.
 4. The Service Provider undertakes to ensure that his actions and outcome thereof including, but not limited to, the facilities to be affected by the Service shall be in accordance with all relevant legislation and upon delivery, will function as required by said relevant legislation. The Service Provider's actions and the outcome thereof will in no way be detrimental to the health and safety of the occupants or persons present therein or in the vicinity thereof. Similarly it must not be detrimental to any aspects of the environment in its structure or operation if operated as specified in operation manual(s). The relevant legislation meant herein, as amended, consist of inter alia the following, but not limited to:
 - 4.1. Atmospheric Pollution Prevention Act, 1965 (Act 45 of 1965);
 - 4.2. Construction Industry Development Board Act, 2000 (Act 38 of 2000);
 - 4.3. Council for the Built Environment Act, 2000 (Act 43 of 2000);
 - 4.4. Electricity Act, 1987 (Act 41 of 1987);
 - 4.5. Engineering Profession Act, 2000 (Act 46 of 2000);
 - 4.6. Environmental Conservation Act, 1989 (Act 73 of 1989);
 - 4.7. Fire Brigade Services Act, 1987 (Act 99 of 1987);
 - 4.8. Local Government Municipal Systems Act, 2000 (Act 32 of 2000), municipal by-laws and any special requirements of the local service supply authority;
 - 4.9. National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977);
 - 4.10. National Environmental Management Act, 1998 (Act 107 of 1998);
 - 4.11. National Heritage Resources Act, 1999 (Act 25 of 1999);
 - 4.12. National Water Act, 1998 (Act 36 of 1998);
 - 4.13. Occupational Health and Safety Act, 1993 (Act 85 of 1993);
 - 4.14. Telecommunications Act, 1996 (Act 103 of 1996);
 - 4.15. Water Services Act, 1997 (Act 108 of 1997) and general authorizations;
 - 4.16. the latest issue of SANS 10142: "Code of Practice for the Wiring of Premises";
 - 4.17. the Regulations of the local Gas Board, where applicable and
 - 4.18. all regulations promulgated under the above Acts.
 - 4.19. Although the more salient legislation has been referred to above, the onus remains on the Service Provider to adhere to, and apply, any and all Acts and/or Regulations not specifically mentioned in the list above but which will have an effect on the Project.
 - 4.20. The Service Provider accepts full and complete responsibility (both contractually and/or in delict) regarding compliance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) for his acts and omissions as well as those of his employees and indemnifies the Employer against any legal action in this regard.
 - 4.21. The Service provider undertakes to ensure that the requirements of the Occupational Health and Safety Act, 1993 will similarly apply to the agreement with any sub service providers inclusive of indemnifying the Employer against any legal action regarding the actions and/or omissions by them.

PART E: SITE INFORMATION

1. MMSEZ LOCATION

- 1.1. MMSEZ is made up of two sites and hosted by two municipalities namely, Musina and Makhado located in the Vhembe district of the Limpopo Province. The first site is referred to as North Site (Antonvilla) approximately 3500 hectares and it is situated between the Musina town and Limpopo riverbanks. This site is earmarked for the development of light and medium manufacturing industries, which includes logistics and agro-processing. The second site is commonly referred to as South Site (Mopani) approximately 8000 hectares, and it is situated next to the Mopani railway station on the west side of the Baobab Toll Gate, at the border of both Musina and Makhado Municipalities. This site is earmarked for the development of the energy and metallurgical cluster and other associated heavy industries.

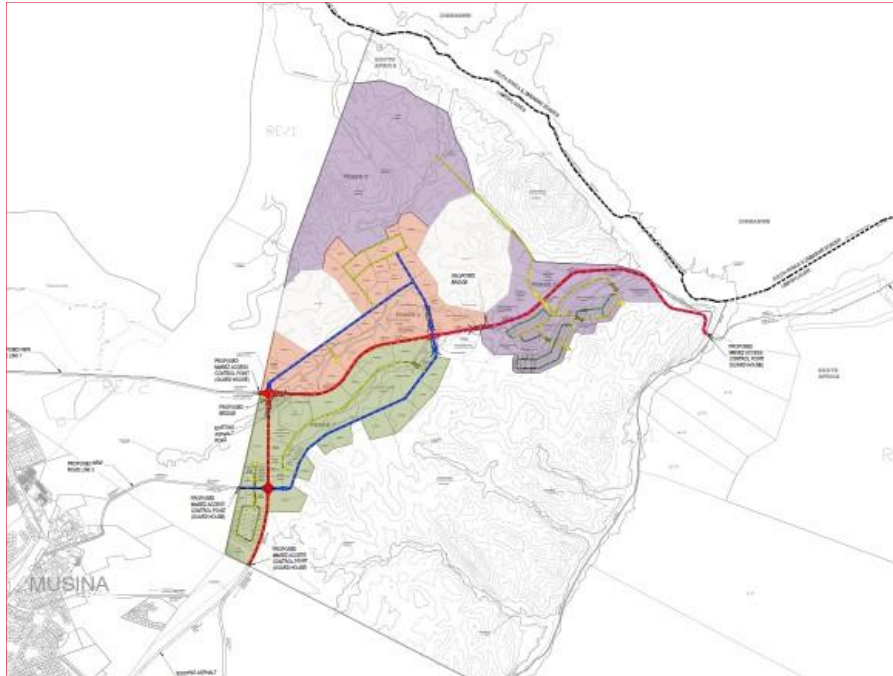
- 1.2. MMSEZ offers distinctive domestic and global competitive advantage supported by investment related incentives, business-friendly environment with relief from customs and fiscal duties and its strategic location within the largest port of entry in the country, the Beitbridge Border Post in Musina, which is a crucial commercial gateway to SADC and the rest of Africa enabled by the African Continental Free Trade Area framework. MMSEZ will offer fully serviced sites with access to well established road and rail networks with links to key regional and global markets.

- 1.3. The project to be reviewed is in the North Site of the MMSEZ which is in the jurisdiction of the Musina Local Municipality. The Coordinates of the Site are **22.323600S, 30.07527°E**. It is estimated that about 25% of the works have been constructed on this site. This is the works that are a subject of this review.

ANNEXURE A: LIST OF RETURNABLE DOCUMENTS

Annexure A:			
List of returnable documents required for Administrative & Mandatory Compliance			
Item No	Document Description:	Yes	No
1	Compulsory Documents:		
1.1	Invitation to Bid - Completed and signed		
1.2	Bidder's Disclosure - Completed and signed.		
1.3	Bid Data- Completed and signed		
1.4	Pricing Data & Form of Offer- Completed and signed		
1.5	Contract Data- Completed and signed		
1.6	Print out (not older than 30 days) of Department National Treasury's Central Supplier Database (CSD) Registration Report showing company's current Vat & Tax registration status / current tax compliance / company registration number information or, alternatively, bidders must submit their CSD reference numbers (MAAA.....) with their Bids. In case of JVs or Consortiums, each JV/Consortium member company must provide own CSD report or reference number.		
1.7	A Resolution by Board of Directors for signatory to act on behalf of bidding company.		
1.8	A resolution by Board of Directors of <u>each partner company</u> for signatory to act on behalf of their company as part of the bidding entity for a Joint Venture / Consortium being the bidding entity.		
1.9	Joint Venture/Consortium Agreement (if applicable).		
1.10	Power of Attorney in case of Joint Ventures/Consortiums (if applicable).		
1.11	A document of establishment of the venture/consortium in terms of joint Ventures / Consortiums, must accompany bid documents. Representatives of all the parties in the joint venture shall sign the establishment document.		
1.12	Proof of Professional Indemnity (PI) Insurance to the value stated in the TOR Scope.		
1.13	Certified copies of appropriate qualifications and/or registration documentation (and proof of paid up membership) with discipline relevant recognized South African Built Environment Professional Organization (s).		
1.14	Proof of attendance of compulsory site briefing meeting.		
2	Non-compulsory but Recommended Documents:		
2.1	Preference Points Claim Form in terms of The Preferential Procurement Regulations 2022 & BBBEE certification.		
2.2	Company/CC/Trust/Partnership registration certificates.		
2.3	Original Valid Tax Clearance Certificate.		
2.4	Tax Compliance status Pin.		
2.5	VAT Registration Certificate from South African Revenue Services (SARS).		
2.6	Entity /JV Partners company profile (s).		
2.7	Summary list of verifiable previous projects with contact details and professional fee and construction values, as applicable.		
2.8	Letters of Appointment and/or Purchase Orders and Final Completion Certificates of projects to show previous relevant experience, with final certified construction values and professional fee values and completion dates. Professional Fee Values must be clearly indicated. Else Bidders can provide reference letters from Clients on their company letterhead with details of previous projects listed as relevant experience, clearly indicating thier satisfaction, date of completion and professional fee- and construction cost values.		
2.9	Comprehensive works methodology and implementation plan.		
2.10	Comprehensive Gantt chart type program		

ANNEXURE B: LAYOUT DRAWING



ZUTARI

Internal Road Network

ROAD HIERARCHY AND ROAD RESERVE CLASSIFICATION LEGEND	
COLOUR	DESCRIPTION
Red	CLASS 3: MINOR ARTERIAL ROAD (32m ROAD RESERVE)
Blue	CLASS 4a: LOCAL DISTRIBUTOR (25m ROAD RESERVE)
Yellow	CLASS 4b: COLLECTOR (19m ROAD RESERVE)
Green	CLASS 5: LOCAL ACCESS STREET (13m ROAD RESERVE)

IMPACT. ENGINEERED.

ANNEXURE C: 2021 ECSA SCOPE OF SERVICES AND TARIFF OF FEES