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## **Terms of Reference & Bid Documentation**

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**THE APPOINTMENT OF A SERVICE PROVIDER TO CONCLUDE TOWNSHIP ESTABLISHMENT APPLICATION FOR THE MUSINA-MAKHADO SPECIAL ECONOMIC SOUTH SITE.**

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**Bid No : MMSEZ/INF/06/2026/01**

**Closing Date : 08 JULY 2026**

**Closing Time : 11:00**

**Validity Period -: 180 DAYS**

**Name of Bidder** .....

**Bid Value (Incl. Vat)** .....

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**PART A: BID DOCUMENT**SBD 1  
PART A

## 1. INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	MMSEZ/INF//2026/01	CLOSING DATE:	08 July 2026	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER TO CONCLUDE TOWNSHIP ESTABLISHMENT APPLICATION FOR MUSINA - MAKHADO SPECIAL ECONOMIC SOUTH SITE.				
<b>BID RESPONSE DOCUMENTS MUST DEPOSITED IN A TENDER BOX SITUATED AT:</b>					
MMSEZ Offices, 93 Biccard Street, Polokwane, 0699.					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Aluwani Kutama		CONTACT PERSON	Mr. Thiba MC	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:A.Kutama@mmsez.co.za">A.Kutama@mmsez.co.za</a>		E-MAIL ADDRESS	<a href="mailto:c.thiba@mmsez.co.za">c.thiba@mmsez.co.za</a> <a href="mailto:copysupplychain@mmsez.co.za">copysupplychain@mmsez.co.za</a>	
<b>SUPPLIER INFORMATION</b>					
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?	Yes	No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	Yes	No
	[IF YES ENCLOSE PROOF]			[IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					

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
<b>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.</b>	

**PART B**

**2. TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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: .....

### 3. 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 MMSEZ, 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 08 July 2026 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 authorised by a company shall sign the documents that are to be submitted to the MMSEZ. 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):

3.25.1. The tendering Service Provider is a **town and regional planning business** undertaking, which is under the fulltime supervision of a **registered professional planner** 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 Planning Profession Act, 2002 (Act no 36 of 2002), and who will hereafter be referred to as registered principals of the business undertaking,

or

a **multidisciplinary professional practice**, that also practices town and regional planning work, which town and regional planning division/section is under the fulltime supervision of a registered professional planner, 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

- Planning Profession Act, 2002 (Act 36 of 2002)
- 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.

3.25.2. 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.

- 3.25.3. 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.
- 3.25.4. At least one registered professional planner, 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.]

- 3.25.5. The tendering Service Provider has provided the required information/documentation to enable an evaluation panel to perform **functionality** and **risk assessments** as described below.
- 3.25.6. 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.

- 3.26** The Bidder must show **proven experience in the provision of the required professional planning services** and must provide up to five (5) contactable references in this regard showing **a minimum professional fee value of R5 million**

**(Incl. 15% Vat) per completed** projects and where projects were for similar services. 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 with the object of influencing the award of a Contract in the Bidder's favor.

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, 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.

#### **4. BID SUBMISSION RETURNABLE DOCUMENTATION**

**This tender document in its entirety, all returnable documents which must be attached to this tender document, and all returnable schedules must be returned when the tender is submitted.**

- 4.1. **List of Returnable Documents** (to be obtained/compiled by the tenderer and attached to this tender). All documents must be duly completed and signed where applicable. Invitation to bid.
- 4.1.1 Bidder's Disclosure – completed and signed
  - 4.1.2 Bid Data – must be completed in full and signed by the authorised representative.
  - 4.1.3 Part C: Pricing Data & Form of Offer.
  - 4.1.4 Part D: Contract Data.
  - 4.1.5 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.
  - 4.1.6 A resolution by Board of Directors for signatory to act on behalf of bidding company.
  - 4.1.7 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.
  - 4.1.8 Joint Venture/Consortium Agreement and Power of Attorney in case of Joint Ventures/Consortiums.
  - 4.1.9 Only persons duly authorised 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.

4.1.10 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.

4.1.11 Proof of Professional Indemnity (PI) Insurance.

4.1.12 Certified copies of appropriate qualifications and/or registration documentation with discipline relevant recognized South African Built Environment Professional Organization (s) as specified in Terms of Reference & Scope of Services.

**5. 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 interest<sup>1</sup> 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:

.....

---

<sup>1</sup> 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 consortium<sup>2</sup> 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

<sup>2</sup> 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

## MMSEZ01 : RESOLUTION OF BOARD OF DIRECTORS

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_

\_\_\_\_\_  
*(legally correct full name and registration number, if applicable, of the Enterprise)*

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

**RESOLVED that:**

1 The Enterprise submits a Tender to the Musina-Makhado Special Economic Zone in respect of the following project:

\_\_\_\_\_

\_\_\_\_\_  
*(project description as per Tender Document)*

Tender Number: \_\_\_\_\_ *(Tender Number as per Tender Document)*

2 \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ *(Position in the Enterprise)*

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	<b>Name</b>	<b>Capacity</b>	<b>Signature</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

**Note:**

1. *\* Delete which is not applicable.*
2. **NB:** *This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering Enterprise.*
3. *In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (attach proof of shareholding / ownership hereto).*
4. *Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorised by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).*
5. *Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.*

**ENTERPRISE STAMP**

# MMSEZ02: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_

\_\_\_\_\_  
*(legally correct full name and registration number, if applicable, of the Enterprise)*

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

**RESOLVED that:**

1. The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:

\_\_\_\_\_

\_\_\_\_\_  
*(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)*

to Musina-Makhado Special Economic Zone in respect of the following project:

\_\_\_\_\_

\_\_\_\_\_  
*(project description as per Tender Document)*

Tender Number: \_\_\_\_\_ *(Tender Number as per Tender Document)*

1 \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ *(Position in the Enterprise)*

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

- 2 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the MMSEZ in respect of the project described under item 1 above.

- 3 The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the MMSEZ in respect of the project under item 1 above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Form

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The tendering enterprise hereby absolves the **Munsina-Makhado Special Economic Zone** from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

- \* Delete which is not applicable.*
- NB:** *This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering Enterprise.*
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (attach proof of shareholding / ownership hereto).*
- Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorised by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).*
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.*

**ENTERPRISE STAMP**

## MMSEZ03: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a consortium/joint venture)*

1 \_\_\_\_\_  
\_\_\_\_\_

2 \_\_\_\_\_  
\_\_\_\_\_

3 \_\_\_\_\_  
\_\_\_\_\_

4 \_\_\_\_\_  
\_\_\_\_\_

5 \_\_\_\_\_  
\_\_\_\_\_

6 \_\_\_\_\_  
\_\_\_\_\_

7 \_\_\_\_\_  
\_\_\_\_\_

8 \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

**RESOLVED that:**

A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the **Musina-Makhado Special Economic Zone** in respect of the following project:

\_\_\_\_\_  
\_\_\_\_\_  
*(project description as per Tender Document)*

Tender Number: \_\_\_\_\_ *(tender number as per Tender Document)*

B. Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender to the Enterprises in consortium/joint venture mentioned above.

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

\_\_\_\_\_

D. The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the MMSEZ in respect of the project described under item A above.

E. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever

	<b>Name</b>	<b>Capacity</b>	<b>Signature</b>
1			
2			
3			
4			
5			

reason, shall give the MMSEZ 30 days' written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the MMSEZ for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.

F. No Enterprise to the consortium/joint venture shall, without the prior written consent of the other Enterprises to the consortium/joint venture and of the MMSEZ, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the MMSEZ referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the MMSEZ in respect of the project under item A above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_

\_\_\_\_\_

Form

\_\_\_\_\_

\_\_\_\_\_ (code)

Telephone number \_\_\_\_\_

Fax number: \_\_\_\_\_

The tendering enterprise hereby absolves the **Musina-Makhado Special Economic Zone** from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

1. *\* Delete which is not applicable.*
2. **NB:** *This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender*
3. *Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.*
4. *Resolution duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution*

**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
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 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
<b>TOTAL</b>	<b>20</b>		

**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 because 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 favorable 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.

	..... <b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

## 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:

#### **THE APPOINTMENT OF A SERVICE PROVIDER TO CONCLUDE TOWNSHIP ESTABLISHMENT APPLICATION FOR THE MUSINA-MAKHADO SPECIAL ECONOMIC SOUTH SITE**

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	<b>R</b>
Value Added Tax @ 15% is	<b>R</b>
The offered total of the Prices <u>inclusive</u> of 15% VAT is	<b>R</b>
(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 organization)**

**Name &  
Signature of  
Witness**

---

**Date:**

Form

## 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 organization)**

**Name &  
Signature of  
Witness**

---

**Date** \_\_\_\_\_

### 7.3 SCHEDULE OF DEVIATIONS

1 Subject
Details
2 Subject
Details
3 Subject
Details
4 Subject
Details

By the duly authorised representatives signing this agreement, the employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the 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.

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.

**for the TENDERER**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

**for the EMPLOYER**

(Name and address): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name and \_\_\_\_\_ Date: \_\_\_\_\_

Signature of witness \_\_\_\_\_

## **PART B: TERMS OF REFERENCE & SCOPE OF SERVICES**

### **1. INTRODUCTION**

- 1.1. 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.
- 1.2. Musina-Makhado SEZ has been designated to be the epicenter of industrial development in Limpopo Province. MMSEZ is a flagship initiative of the Limpopo Provincial government to promote industrialisation through a beneficiation economy while providing value-adding commercial business solutions.
- 1.3. MMSEZ aims to achieve rapid industrialisation using the SEZ as an investment promotion and an industrial policy tool that seeks to attract foreign and domestic investors in resource-based industries.
- 1.4. 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.

### **2. PROJECT BACKGROUND**

- 2.1. The phenomenon of township establishment is recognized and given effect by the Spatial Planning and Land Use Management Act (Act No. 16 of 2013) under the overarching concept of land development. The Act in this regard provides that land development "*means the erection of buildings or structures on land, or the change of use of land, including **TOWNSHIP ESTABLISHMENT**, the subdivision or consolidation of land or any deviation from land use or uses permitted in terms of an applicable land use scheme*". The implication of this is that township development activities fall under the ambit of the Act and should comply with the development principles, norms and standard contained in Chapter 2 of the Act.

- 2.2. Chapter 2 of the Act provides that in conducting land development, the principle of spatial sustainability should be strictly adhered to. In this regard, it is the requirement of the Act that spatial planning and land use management must, among others, consider all current and future cost to all parties for the provision of infrastructure and social services in the process of land development. It is further a requirement of the Act for the principle of efficiency to be adopted whereby: (i) land development optimizes the use of existing resources and infrastructure, and (ii) decision making procedures are designed to minimize negative financial, social, economic or environmental impacts.
- 2.3. To ensure that the above principles are complied with, the Act has established Municipal Planning Tribunals (MPT). The purpose of MPTs is to hear and decide on the land use and development applications as the authority of first instance. The Act in this regard is clear that when considering and deciding an application, an MPT must be guided by the development principles set out in Chapter 2 of the Act and among others take into account: (i) public interest, the facts and circumstances relevant to the application, (ii) the respective rights and obligations of all affected, and (iii) **the state and impact of engineering services**, social infrastructure, and open space requirement.
- 2.4. Considering the above, it goes without saying that the development of both the sites making the MMSEZ would fall under the ambit of the Act. This means that these developments need to be done in compliance with the principles set out in the Act. It also means that the developments needed to be submitted to the relevant MPTs for approval as authorities of first instance before the actual physical development can take place.

### 3. THE SOUTH SITE

- 3.1. The South Site (Mopani) of the MMSEZ which is approximately 8000 hectares, is situated next to the Mopani Station on the west side of the Baobab Toll Gate, on the border of Musina and Makhado municipalities. This site is earmarked for the development of an energy and metallurgical cluster and other associated heavy industries. Among the targeted industrial projects are; Solar Power Plant; Ferrochromium Plant; Ferromanganese Plant; Iron ore Plant; Carbon Steel Plant; Stainless Steel Plant; Lime Plant; Silicon-Manganese Plant; Metal Silicon Plant; and Calcium Carbide Plant.

- 3.2. The Site South falls under the respective jurisdictions of the Musina and Makhado municipalities. The site is made up of Eight (8) erven with the significant part made up of Five (5) erven falling under the jurisdiction of Musina Local Municipality and the remaining Three (3) erven falling under the Makhado Local Municipality. For the purposes of the township establishment, the portion that falls under Makhado is referred to as Extension 1 and the portion under Musina is referred to as Extension 2. The implication of this is that the township establishment of the South Site will have to serve at the MPTs of both municipalities.
- 3.3. MMSEZ is leasing the land from the Mulambwane Communal Property Association (MCPA). Another unique feature of the South Site is that there is a private operator appointed in line with Chapter 6 of the Special Economic Zone Act (Act No. 16 of 2014) (the SEZ Act) which was followed by issuance of an operator permit by the Minister. According to section 31 of the SEZ Act, the appointed operator is responsible for developing, operating, and managing the SEZ on behalf of the SEZ Board.

#### **4. COMPILATIONS OF LAND DEVELOPMENT APPLICATIONS TO THE MPT'S**

- 4.1. It is the intention of MMSEZ to enter a formal contract with professional town planners to follow the appropriate legal and other required steps and methodology for the finalisation of the township establishment submitted on the land pockets as outlined below:
  - 4.1.1. The Farm Steenbok 565-Ms, Limpopo Province
  - 4.1.2. The Remainder of Farm Antrobus 580
  - 4.1.3. The Farm Dreyer 526
  - 4.1.4. Farm Battle 585
  - 4.1.5. Farm Van Der Bijl 825
  - 4.1.6. The Farm Somme 611
  - 4.1.7. The Remaining Extent of the Farm Lekkerlag 580

4.1.8. Portion 1 of the Farm Joffre 584

4.2. The farm portions are owned and registered under the MCPA. MMSEZ is leasing the farm for a period of 99 years for the development of an Energy and Metallurgical Cluster (EMMSEZ).

4.3. MMSEZ intends appointing a Professional Service Provider specialising in town and regional planning to finalise the township establishment application for the above-mentioned farms and make land development applications to the Munisa and Makhado MPTs. The PSP will produce all relevant documentation, as per the legal framework and will follow process for the classification with due diligence. The prospective PSP must run a Town establishment business with professional planners registered with the South African Council for Planners (SACPLAN).

## **5. PROBLEM STATEMENT**

5.1. MMSEZ previously appointed a professional service provider to lead and conduct a township establishment application of the South Site and the PSP started working on the application in 2022. As a means of establishing readiness of the application, MMSEZ discovered that the following critical elements of the application were still outstanding:

5.1.1. The Traffic Impact Assessment (TIA) Report was still incomplete because of the Floor Area Ratios (FAR's) which still required verification and finalisation. Without these FAR's, a TIA report could not be finalised for consideration by SANRAL as a requirement of the township establishment processes as the development will affect a national road falling under the jurisdiction of SANRAL.

5.1.2. There were no consolidated engineering services reports by competent professionals for consideration by the relevant authorities. A TIA report by a traffic engineer must be consented to by SANRAL. Similarly, energy supply, potable water services, sanitation services, and stormwater services reports, have to be produced by experts in the field and submitted to relevant authorities for consent. The importance of these reports is that they indicate where services that will supply the development will be coming from. The energy report must accordingly

outline what the demand of the development is and how that demand is to be met. If the demand was to be met by ESKOM, then the report must be submitted to ESKOM to indicate that it will be able to meet the requisite demand. Likewise, the report on water must indicate the water demand and how that demand will be met. If a Water Service Authority (WSA) will be supplying the water, then the respective WSA must confirm that it has enough capacity to supply the development.

If the water is from natural water resources, the catchment management agency responsible for the catchment management area must indicate availability of raw water allocation. The same applies with the stormwater and wastewater management. As already highlighted above, the lack of these engineering services is a material non-compliance with the development principles.

5.1.3. Furthermore, it has been recommended that the application as received by the municipality needs to be withdrawn and resubmitted as the parameters of the scheme and layout will need to be changed and be determined by the appointed PSP. Accordingly, this means that the appointed PSP will need to reconduct the public participation process and resubmit the memorandum with the new parameters to the two municipalities.

5.2. The lead PSP's contract has come to an end with the above gaps still outstanding. It is on these bases that MMSEZ is seeking an appointment of the replacement PSP to conclude the township establishment on its behalf. It is therefore imperative that MMSEZ appoints a PSP to assist closing the gaps and submit to the two MPTs in accordance with the Act and municipal by-laws. The PSP will also be expected to address the South Site post conditional approval process.

## **6. OVERALL OBJECTIVES OF THE PROJECT**

6.1. MMSEZ SOC wishes to appoint a competent town and regional planning PSP to conclude township establishment application with the respective MPTs on its behalf for the 8000 hectares South Site which will deliver on the following:

6.1.1. Consolidation of the work done

- 6.1.2. Review of the previous application and closing of the existing gaps
- 6.1.3. Submission of the revised memorandum aligned with the updated layout and parameters
- 6.1.4. Re-advertise the application to reflect changes
- 6.1.5. Conduct all necessary public participation processes
- 6.1.6. Engage objectors individually to try to resolve concerns before the MPT
- 6.1.7. Present the application at the tribunals
- 6.1.8. Address any post approval activities

## **7. SCOPE OF SERVICES AND CRITICAL MILESTONES**

- 7.1. The scope of work should pay strict attention to the objectives of the project as detailed above and should encompass the following core elements in each phase:
  - 7.1.1. Review of the overall progress undertaken to date
  - 7.1.2. Assess the efficacy of the produced deliverables
  - 7.1.3. Review of the current submission made
  - 7.1.4. Conduct a gap analysis and identify outstanding deliverables and processes
  - 7.1.5. Close all procedural gaps and produce professional reports which shall include but not be limited to the following:
    - (a) Coordination of all work related to the Township Establishment including work by other PSPs appointed by the MMSEZ for the purpose of the Township Establishment
    - (b) Production of a whole new set of engineering scheme reports which shall include but not limited to the following:
      - Civil Engineering Reports (Water, Wastewater, Stormwater)

- Electrical Engineering Report
- Support the appointed Traffic Engineer in finalising the TIA Report
- Flood line Report
- Geotechnical Report
- Land Survey Report
- Hydrological Report

(c) Properly incorporate aspects of the approved EIA into the application

(d) Produce a General/Layout Plan which overlays all essential engineering services

(e) Finalise the appropriate parameters such as FAR/GLA for the site

(f) Determine the phasing of the development with reasonable time horizons

7.1.6. Conduct an alignment of the motivational memorandum

7.1.7. Prepare and finalise all conditions of establishment

7.1.8. Submit to the municipalities and facilitate approval by the respective MPTs

7.1.9. Liaise with legal team in preparation of the hearing session

7.1.10. Prepare and appear at both MPT hearing sessions

7.1.11. Conduct pegging calculations, submit and obtain approval from the Surveyor General office

7.1.12. Facilitate Township proclamation and opening of township register

7.2. The successful service provider will be expected to develop a methodology and/ or programme to be used to achieve the aforementioned project objectives and must ensure that the following outcomes are achieved.

## 8. BRIEF

Form

- 8.1. The service provider will also be to prioritise the execution of the work involved in this assignment.

Form

- 8.2. All work is to be performed by the Key Personell and professionals under their supervision and further be executed as described in the program.
- 8.3. The participation of role players during the process and establishment of the steering committee for the project should also be finalised before the project commences.
- 8.4. Notwithstanding any other requirements as listed elsewhere, the Service Provider shall submit a weekly report indicating the status update of the project.
- 8.5. Upon approval of the report and finalisation of projects, it is a requirement that the Service Provider forward to the employer all documents relating to this service

## **9. AVAILABLE DATA**

- 9.1. The following data will be made available to the appointed PSP:
  - 9.1.1. Work and application submitted by the previous service provider
  - 9.1.2. Draft Traffic Impact Assessment Report produced by the Traffic PSP

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

## **10. USE OF REASONABLE SKILL AND CARE**

- 10.1. 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:
- 10.2. Although the service provider's documents may be scrutinised by the employer, this shall in no way relieve him or her of his/her 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 other experts. 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.

Form

- 10.3. 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.

- 10.4. 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.

## **11. PROJECT TIMELINES**

- 11.1. The Period of Performance is from inception of the contract until the service provider has completed all deliverables in accordance with the Scope of Services.
- 11.2. The timelines for performance shall be in accordance with the program that is to be agreed to by the PSP and the employer. Once this program is agreed to, the PSP shall adhere to the specified timelines to conclude this assignment.

## **12. APPLICABLE SPECIFICATIONS AND STANDARDS**

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

- 12.1. Planning Profession Act, 2002 (Act no 36 of 2002)
- 12.2. Spatial Planning and Land Use Management Act (Act No. 16 of 2013)
- 12.3. Musina Land Use and Development By-Laws
- 12.4. Makhado Land Use and Development By-Laws

**13. SITE BRIEFING**

No site briefing

**14. EVALUATION CRITERIA**

Proposals will firstly be evaluated for as follows: -

- 1<sup>st</sup> Administrative Compliance
- 2<sup>nd</sup> Functionality
- 3<sup>rd</sup> Price & Preference Points (for bidders who met the minimum required functionality points of 60)

**1<sup>st</sup> Stage – ADMINISTRATIVE 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.

**14.1. SUBSTANSIVE COMPLIANCE RESPONSIVENESS CRITERIA**

14.1.1. Failure to submit fully completed documents stated hereunder shall result in the tender offer being disqualified from further consideration.

Item No	Document Description:	Yes	No
1	Invitation to Bid - Completed and signed by authorised person		
2	Bidder's Disclosure - Completed and signed by authorised person		
3	Bid Data- Completed and signed by authorised person		
4	Pricing Schedule fully completed		
5	Form of Offer- Completed and signed by authorised person		
6	Contract Data Completed and signed by an authorised person		
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).		
10	Power of Attorney in case of Joint Ventures/Consortiums (if applicable).		
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.		
12	Proof of Professional Indemnity (PI) Insurance which is at least twice the contract amount.		
13	A lead Professional Planner registered with SACPLAN		
14	Proof of attendance of compulsory briefing sessions		
15	A professional team comprised of the listed professional registered with respective Council as outlined: (a) Professional Civil Engineer (Pr. Eng-ECOSA) (b) Professional Electrical Engineer (Pr. Eng-ECOSA) (c) Professional Traffic Engineer (Pr. Eng-ECOSA) (d) Professional Geotechnical Engineer (Pr. Eng-ECOSA) (e) Professional Environmental Practitioner (SACNASP/EAPASA) (f) Geomatics Professional Land/Engineering Surveyor (GPr. LS/ES- SAGC)		

#### 14.2. ADMINISTRATIVE COMPLIANCE RESPONSIVENESS CRITERIA

14.2.1. The Employer reserves the right to request further information regarding the undermentioned criteria. Failure to submit further clarification or completed documents stated hereunder within 7 days from the request shall result in the tender disqualified from further consideration.

Item No	Document Description:	Yes	No
1	Preference Points Claim Form in terms of The Preferential Procurement Regulations 2022 & BBBEE certification.		
2	Company/CC/Trust/Partnership registration certificates.		
3	Original Valid Tax Clearance Certificate.		
4	Tax Compliance status Pin.		
5	VAT Registration Certificate from South African Revenue Services (SARS).		
6	Entity /JV Partners company profile (s).		

#### 14.3. FUNCTIONALITY

14.3.1. A technical capacity evaluation will be conducted under the Functionality Criteria. 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.

Form

14.3.2. Only bidders who attain a minimum of **60 points** on Functionality will qualify to proceed for further evaluation on Price and Preference points.

FUNCTIONALITY	EVIDENCE/ SUPPORTING INFORMATIO N REQUIRED	MAXIMU M POINTS	POINTS SCORE D
<p><b>1. EXPERIENCE OF THE BIDDING ENTITY</b></p> <p><b><u>Each</u></b> project listed to include a <b>Letter of Appointment (LoA)</b> <u>OR</u> a <b>Purchase Order (PO)</b> for <b>Professional Services</b> related to <b>Township Establishment/Land Use Development in an Industrial or Human Settlement Townships with a Professional Fee Value of <u>R5 Million (Incl. Vat) or above</u></b> and each must be accompanied by a signed Letter of Satisfaction (Reference Letter) from the Client confirming that the service was satisfactorily completed with dates, and professional fee values.</p> <ul style="list-style-type: none"> <li>• 1 appointment letter or PO with completion certificate submitted = <b>6 points</b></li> <li>• 2 appointment letters or POs with 2 completion certificates submitted = <b>12 points</b></li> <li>• 3 appointment letters or POs with 3 completion certificates submitted = <b>18 points</b></li> <li>• 4 appointment letters or POs with 4 completion certificates submitted = <b>24 points</b></li> </ul>	<p>Appointment Letters <u>OR</u> Purchase Orders (P.O.'s) each indicating the professional services appointment value of <b>R5 Million Inc Vat</b> or above for relevant services, each accompanied by a Reference Letter from the Client confirming that the service was successfully completed by the Bidder and to include completion dates as well as professional fee values and project description and location.</p>	<b>30</b>	

Form

- 5 appointment letters or POs with 5 completion certificates submitted = **30 points**

FUNCTIONALITY	EVIDENCE/ SUPPORTING INFORMATIO N REQUIRED	MAXIMU M POINTS	POINTS SCORE D
	<p>NB: An appointment letter or purchase order without a final <b>completion certificate</b> or an <b>appropriate reference letter from client shall <u>not</u> be considered.</b></p>		
<p><b>2. LEAD PROFESSIONAL PLANNER WITH RELEVANT EXPERIENCE</b></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> <ul style="list-style-type: none"> <li>1) Lead Town and Regional Planner must be registered with SACPLAN</li> <li>o 15 years' experience &amp; above post professional registration = <b>(25 points)</b></li> <li>o More than 10 years to below 15 years' experience post professional registration = <b>(15 points)</b></li> </ul>	<p>Bidders to please Attach detailed CVs, Certified Copies of Qualifications including respective Professional Registrations, Certified Copies of Identity Documents, and the Organogram of</p>	<b>25</b>	

Form

- o Less than 10 years' experience but more than 5 years post professional registration = **(5 points)**

the Technical Team.

**NB:** The organogram must clearly indicate the role of each professional team member.

FUNCTIONALITY	EVIDENCE/ SUPPORTING INFORMATIO N REQUIRED	MAXIMU M POINTS	POINTS SCORE D

<b>FUNCTIONALITY</b>	<b>EVIDENCE/ SUPPORTING INFORMATIO N REQUIRED</b>	<b>MAXIMU M POINTS</b>	<b>POINTS SCORE D</b>
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<p><b>3 SUPPORTING PROFESSIONAL TEAM</b></p> <p>The supporting professional comprised of the list provided below shall be individually assessed on their post registration experience and must be registered with their respective councils and must be in good standing. Each of the <b>6</b> supporting professionals will be scored as follows:</p> <ul style="list-style-type: none"> <li>○ 15 years' experience &amp; above post professional registration = <b>(5 points)</b></li> <li>○ More than 10 years to below 15 years' experience post professional registration = <b>(4 points)</b></li> <li>○ More than 5 years to below 10 years' experience post professional registration = <b>(3 points)</b></li> <li>○ More than 3 years to below 5 years' experience post professional registration = <b>(2 points)</b></li> <li>○ More than 1 years to below 5 years' experience post professional registration = <b>(1 points)</b></li> <li>○ Less than 1years' experience post professional registration = <b>(0 points)</b></li> </ul>	<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><b>30</b></p>	
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FUNCTIONALITY	EVIDENCE/ SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORE
<p><b>4. METHODOLOGY &amp; PROPOSAL</b></p> <p>➤ Bidders must clearly demonstrate methodology of project implementation proposal submitted. This must be within the scope of service and problem statement of this assignment and cover:</p> <ul style="list-style-type: none"> <li>• Initiating process (2)</li> <li>• Planning process (3)</li> <li>• Executing process (5)</li> <li>• Closing Process (5)</li> </ul> <p>➤ In addressing the above, bidders must further incorporate how these processes shall be managed:</p> <ul style="list-style-type: none"> <li>• Cost management and reporting</li> <li>• Program schedule management</li> <li>• Quality management</li> <li>• Resource management</li> </ul>	<p>➤ Comprehensive bid specific proposals must be submitted addressing all the requirements as per <b>bid scope</b>.</p> <p>➤ Detailed Methodology with full demonstration of technical capacity and works schedule to strictly deliver the project within 8 months timeframe</p> <p><b><i>NB: Scores given for the different bullet point items listed in</i></b></p>	<p><b>15</b></p>	

- Risk management

***the Methodology  
&  
Proposal  
section  
in submission shall  
range between 0 and 5  
and will be scored  
according to the  
quality of the  
information included  
for each item.***

FUNCTIONALITY	EVIDENCE/ SUPPORTING INFORMATIO N REQUIRED	MAXIMU M POINTS	POINTS SCORE D
	<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>		
<b>TOTAL POINTS</b>		<b>100</b>	
<b>MINIMUM THRESHOLD</b>		<b>60</b>	

***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.

#### 14.4. PRICE AND PREFERENCE POINTS

Thereafter, the next 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 60 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
<b>Total points</b>	<b>20 points</b>

## 15. CONTRACTING & CONTRACT MODULE

- 15.1. The Contract between the appointed Professional Engineer and the Employer (MMSEZ SOC) shall be governed by the CIDB Standard Professional Service Contract, 2009, duly completed and signed by both parties. The appointed Professional Consulting Engineer service provider shall provide the MMSEZ SOC with a Copy of such.
- 15.2. 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.
- 15.3. 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).
- 15.4. This tender document will eventually service as the contract and as such must be fully completed with each page initialized. The CIDB Standard Professional Services Contract and its **Contract Data shall form the basis of the concluded Contract**
- 15.5. 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.

- 15.6. 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 electrical, civil and structural works interface requirements, and compile required reports, obtain approvals of drawings from SANRAL, RAL, relevant Provincial Government Departments, Musina and Makhado 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.
- 15.7. The Bidders must have adequate resource capacity to investigate, assess and review the design and administration of the entire project.

## **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 lump sum 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 professional services in the Activity Schedule

#### **1.2 Remuneration for Professional Services**

- 1.2.1 Professional fees shall be calculated using different rates entered for the different categories in the activity schedule for sum fees multiplied by the proposed number of quantities plus value added tax, all according to the provisions under 1.3.2
- 1.2.2 The amount tendered herein may not be amended, 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 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 Set off**

1.3.1. 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.

**1.4 Typing, printing, and duplicating work and forwarding charges**

1.4.1. 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.

**1.5 Travelling and subsistence arrangements and tariffs of charges**

1.5.1. 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.

- 1.5.2. 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.
- 1.5.3. 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.
- 1.5.4. 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.
- 1.5.5. Fees for travelling time shall be charged at a full rate and are payable in full.
- 1.5.6. Travelling costs will be refunded for the full distance covered per return trip measured from the office of the Service Provider appointed.
- 1.5.7. 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.
- 1.5.8. 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 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.

Form

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

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

Sched Item	Description	Unit	Quantity	Rate (R c)	Amount (R c)
<b>Township Establishment Application for the South Site:</b>					
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.					
<b>A</b>	<b><u>Town Planning Activities:</u></b>				
<b>A1. Town Planning Services Basic Fee for Lead Town Planner</b>					
A1.1	Initiation and PEP	Sum	1		
A1.2	Consolidation of work done and Gap Analysis	Sum	1		
A1.3	Execution of Outstanding work and Reporting (Including Public Participation)	Sum	1		
A1.4	Coordination of all activities (Including Consultation with Authorities)	Sum	1		
A1.5	Submission to the MPT and Attendance of Hearing	Sum	1		
A1.6	Post Approval Activities	Sum	1		
<b>B</b>	<b><u>Specialist Services:</u></b>				
<b>B1 Provision for Services to be rendered by the Professional Civil Engineer (Pr.Eng)</b>					
B1.1	Execution of Civil Engineering Services	Sum	1		
B1.2	Consultation with Authorities	Sum	1		
B1.3	Reporting (Approved Civil Engineering Scheme Report)	Sum	1		
<b>B2. Provision for Services to be rendered by the Professional Electrical Engineer (Pr.Eng)</b>					
B2.1	Execution of Electrical Engineering Services	Sum	1		
B2.2	Consultation with Authorities	Sum	1		
B2.3	Reporting (Approved Electrical Engineering Scheme Report)	Sum	1		
<b>B3 Provision for Service to be rendered by the Professional Traffic Engineer (Pr. Eng)</b>					
B3.1	Peer Review of the Traffic Report	Sum	1		
B3.2	Assist with Approval by SANRAL	Sum	1		
<b>B4 Provision for Services to be rendered by the Professional Surveyor (GPr. LS/ES)</b>					
B4.1	Conduct Survey Work	Sum	1		
B4.2	Survey Reporting	Sum	1		
<b>B4 Provision for Services to be rendered by the Professional Environmental Practitioner (Pr. Sci Nat/EAPASA)</b>					
B4.1	Provide Environmental services support- If needed	Sum	1		
B4.2	Environmental Services reporting- if required	Sum	1		
<b>B5 Provision of services rendered by Hydrologist</b>					
B5.1	Hydrological investigation	sum	1		
<b>B6 Provision of services rendered by conveyancer/legal advice</b>					
B6.1	Conveyancing deeds registrations and endorsement	sum	1		
<b>C</b>	<b><u>Other Additional Services</u></b>				
C.1	Geotechnical Services	Sum	1	-	R100 000.00
<b>D</b>	<b><u>Disbursements</u></b>				
D.1	Travel and accommodation	Sum	1		
D.2	Communications (phones, emails, etc)	Sum	1		
D.3	Printing, plotting, binding, publications etc	Sum	1		

Form

	<b>SUBTOTAL (Excl Vat)</b>	
	<b>VAT @ 15%</b>	
	<b><u>Total Bid Price (VAT Incl.) carried to Form of Offer</u></b>	

The Bidder's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date; \_\_\_\_\_

### 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: <ul style="list-style-type: none"> <li>- Kick-off meeting</li> <li>- Detailed Project Execution and Methodology</li> <li>- Detailed Gap Analysis Report</li> </ul>	10%
B	Execution Deliverables: <ul style="list-style-type: none"> <li>- Approved engineering scheme reports</li> <li>- Approved FAR/GLA and Site development phasing report</li> <li>- Consolidated General Plan and layout overlaying all services</li> <li>- Consolidated Submission Approval</li> </ul>	45%
C	<ul style="list-style-type: none"> <li>- MPT submissions and hearings</li> <li>- MPT Approval</li> </ul>	30%
D	<ul style="list-style-type: none"> <li>- Post Approval Activities and Support</li> </ul>	15%

The Bidder's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PART D: CONTRACT DATA**

1. Standard Professional Services Contract
  - 1.1. The conditions applicable to this Contract are the **Standard Professional Services Contract (July 2009 edition)** published by the **Construction Industry Development Board (CIDB)**.
  - 1.2. The Standard Professional Service Contract is not included in this tender document. Tenderers must obtain it on the CIDB's Website at: [http://www.cidb.org.za/procurement/procurement\\_toolbox/cidb\\_pub/default.aspx](http://www.cidb.org.za/procurement/procurement_toolbox/cidb_pub/default.aspx)

**Data provided by the Employer**

Clause	
	<p>The General Conditions of Contract in the Standard Professional Services Contract (July 2009) make several references to the Contract Data for details that apply specifically to this tender. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p> <p>Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.</p>
1	The Employer is the <b>Musina-Makhado Special Economic Zone</b> .
1	The Period of Performance is from inception of this Contract until the Service Provider has completed all Deliverables in accordance with the Scope of Services.
1	<p>The Project is:</p> <p><b>The Conclusion of the Township Establishment for the South Site of the MMSEZ</b></p>
3.4 and 4.3.2	The authorised and designated representative of the Employer is the MMSEZ project manager, details of whom are as indicated in the Notice and Invitation to Tender. The MMSEZ PM is only authorised to act in line with the provisions of the Standard Professional Services Contract. Any action by the MMSEZ PM that is outside of the SPSC (read together with this Contract Data) is invalid and void <i>ab initio</i>
3.4.1	Communication by e-mail shall be permitted
3.5	The Services shall be executed in the Service Provider's own office and on the Project, site as described in the Project description. No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.
3.6	Omit the following: “... within two (2) years of completion of the Service ...”.
3.12.1	<p>Period of Performance shall be sub dividable in separate target dates according to the programme to be submitted in terms of clause 3.15 hereof.</p> <p>A Penalty amount of R1 000 per day will be applicable per target date for the full period of the delay.</p> <p>In the event that the delay exceeds 30 days, the Employer will have the option to either:</p> <ul style="list-style-type: none"> <li>(i) terminate the contract and recover any loss as a result of the termination from the Service Provider, or</li> <li>(j) (ii) allow the Service Provider to continue with the Services after the agreement of a new target date and recover the penalty of R1 000 per day for the full period of the delay.</li> </ul>
3.15	<u>For fees stipulated as “value based” in the Pricing Instructions Programme:</u>

	<p>A programme for the performance of the Service shall be submitted by the Service Provider, identified as the principal agent. Service Providers, to the MMSEZ project manager, within a period of two (2) weeks following the briefing meeting.</p> <p>The programme will be the result of the co-ordination of all appointed Service Providers' inputs and shall be in sufficient detail describing key milestones, events and activities linked to the fastest realistic timeframes in which the Service can be delivered. Milestones and events are to be listed based on the Scope of Services of the various appointed Service Providers' tender documents and presented in bar chart format. No milestones may, at the co-ordination stage, be extended beyond the timeframes outlined in the Project Programme without acceptable reasons. The programme thus compiled and presented by the principal agent must be counter-signed by all appointed Service Providers as proof that programme was agreed upon by all during the said co-ordination action.</p> <p>The Employer retains the right to negotiate such submitted programme with the principal agent in consultation with the appointed Service Providers, if required, to promote the interest of the project.</p> <p><u>For fees stipulated as "time based" in the Pricing Instructions:</u></p> <p>Project Execution Plan (PEP): A PEP for the performance of the Service shall be submitted by the Service Provider, to the MMSEZ project manager, within a period of two (2) weeks following the briefing meeting.</p> <p>In the event of the Employer not being satisfied with the submitted PEP, the Parties will negotiate in good faith towards a PEP that will be agreeable to both. Such an agreed-upon PEP will form the basis for the management of the appointment and remuneration purposes. Should circumstance change from the initial briefing, the Service Provider and the Employer will negotiate a revised PEP to satisfy such change(s). Should the Parties fail to reach agreement on the PEP or revised PEP, the matter will be dealt with in terms of clause 12.1.2 of the General Conditions of Contract. Should the mediation process fail, the Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer.</p>
3.16.2	<p>Where <math>CPI_s</math> = the index of StatsSA P0141 (Table B) for the month during which the tender closed. <math>CPI_n</math> = the index of StatsSA P0141 (Table B) for the month in which the anniversary of the tender date falls.</p> <p>The indices of StatsSA P0141 are available on the Website: <a href="http://www.statssa.gov.za/Publications/statsdownload.asp?PPN=P0141">http://www.statssa.gov.za/Publications/statsdownload.asp?PPN=P0141</a></p>
4.1.1	<p>Briefing meeting:</p> <p>The MMSEZ project manager shall arrange a briefing meeting, compulsory for all appointed Service Providers, as soon as practicable after the appointment of the professional team. Service Providers, or after the appointment of the core members of the professional team required to commence with the Services if not appointed at the same time, during which meeting the MMSEZ project manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Providers, all documentation relevant to the execution of the Service.</p>
4.4	Others providing Services on this Project are as listed or shall be as provided
5.4.1	Minimum professional insurance cover of twice the contract amount or R1.5 million whichever is higher, with the first amount payable not exceeding 5% of the value of indemnity, and/or personal liability – all as more comprehensively described in the Data provided by the Service Provider and in respect of which the Service Provider must provide data as required.
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> <li>1. Travelling for which payment will be claimed, as defined in the Travelling and subsistence arrangements and tariffs of charges.</li> </ol>

	<ol style="list-style-type: none"> <li>2. Deviate from the final programme as in clause 3.15 above;</li> <li>3. Deviate from the programme (delayed or earlier);</li> <li>4. Deviate from or change the Scope of Services;</li> <li>5. Change Key Personnel on the Service.</li> </ol>
5.5 (c)	<ol style="list-style-type: none"> <li>1. Exclusion of authority/powers  The Service Provider's authority to act and/or to execute functions or duties is <b>excluded</b> in respect of the matters listed below. The Employer shall retain its powers and authority as stipulated in the applicable clauses of the contract data which are relevant and applicable to the contractor's conditions of contract. <ol style="list-style-type: none"> <li>1.1 Nomination of nominated or selected subcontractors;</li> <li>1.2 Granting of extension of time and/or ruling on claims associated with claims for extension of time;</li> <li>1.3 Acceleration of the rate of progress and determination of the cost for payment of such acceleration;</li> <li>1.4 Rulings on claims and disputes;</li> <li>1.5 Suspension of the works;</li> <li>1.6 Final payment certificate;</li> <li>1.7 Issuing of <i>mora</i> notices to the contractor;</li> <li>1.8 Cancellation of the contract between the Employer and contractor.</li> </ol> <p>Any claims, demands, notices, notifications, updated particulars and reports in writing, together with additional supporting documentation pertaining thereto, must be submitted by the contractor to the Service Provider, acting as principal agent, in respect of any of the matters listed in 1.1 to 1.8 above. This must be done within the time periods and in the format(s) as determined in the said/relevant conditions of contract. On receipt thereof, said Service Provider must study the documentation, obtain comments/advice/recommendations from the professional team members and submit a motivated recommendation to the Employer. This must be done timeously as to allow the Employer sufficient time to respond within the time periods and in the format(s) determined in said conditions of contract. The Employer's ruling will be copied to the Service Provider for information.</p> </li> <li>2. Limitation of authority/powers  The Service Provider's authority is <b>limited</b> in respect of the submission to the Employer of comments/recommendations/reports for prior endorsement/approval and further instructions. These pertain to any decision in respect of approval for/of: <ol style="list-style-type: none"> <li>2.1 Institution of or opposing litigation;</li> <li>2.2 Issuing of variation orders/contract instructions/orders in writing which increase the value of the works/contract value and/or change the design of intended use of the project;</li> <li>2.3 Instructions to embark on dayworks;</li> <li>2.4 Dayworks rates;</li> <li>2.5 Material quotes relating to dayworks;</li> <li>2.6 Adjustment of general items relating to dayworks;</li> <li>2.7 Expenditure on prime cost items;</li> <li>2.8 Issuing of practical completion, completion, works completion, final completion and/or final approval certificates.</li> </ol> <p>In respect of the matters listed in 2.1 to 2.8 above, the Service Provider must submit all necessary documentation in order to enable the Employer to formulate decisions and to obtain the Employer's formal endorsement/approval prior to acting and/or executing functions or duties in respect of the contract between the Employer and the contractor. This must be done timeously so as to allow the Employer sufficient time for decision-making in terms of the said conditions of contract.</p> <p>Failure to adhere to the above stipulation will cause the Service Provider to be liable in terms of the Contract between Service Provider and Employer for all such unintended costs and damages.</p> </li> </ol>
8.1	<p>The Service Provider is to commence the performance of the Services immediately after the Contract becomes effective and execution to be as per the agreed programme in clause 3.14 above</p>

8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed two (2) years.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the president of the Association of Arbitrators (Southern Africa).
12.2.4 / 12.3.4	Final settlement is by litigation.
13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per clause 5.4.1 of the General Conditions of Contract.
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 5 years from the date of termination or completion of the Contract.
13.5	The amount of compensation is unlimited.
13.6	The provisions of clause 13.6 do not apply to the Contract.
14.4	In the first sentence, change "... period of twenty four months after ..." to "... period of thirty six months after ...".
15	In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no1 of 1999).

#### Data provided by the Service Provider

Clause	
	Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.
1	The Service Provider is the company, close corporation, natural person or partnership named in the Form of Offer and Acceptance by the tendering Service Provider.
5.3	The authorised and designated representative of the Service Provider is the person named in the resolution by the tendering Service Provider.

<p>5.4.1</p>	<p><u>Indemnification of the Employer</u></p> <p>I, the undersigned, being duly authorised by the Service Provider, in terms of the completed resolution</p> <p>..... (Name of authorised person)</p> <p>hereby confirm that the Service Provider known as:</p> <p>..... (Legal name of entity tendering herein)</p> <p>tendering on the project:</p> <p>.....</p> <p>..... (Name of project as per C1.1 Form of offer and acceptance)</p> <p>holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of not less than twice the contract amount or R1.5 million whichever is higher, with the first amount payable not exceeding 5% of the value of indemnity. I further confirm that the Service Provider will keep such professional indemnity fully subscribed. I further confirm that should the professional indemnity insurance, with no knowledge of the Employer, be allowed to lapse at any time or in the event of the Service Provider cancelling such professional indemnity insurance, with no knowledge of the Employer, at any time or if such professional indemnity cover is not sufficient, then the Service Provider, (i) accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and (ii) hereby indemnifies, and undertakes to keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Service Provider's intentional and/or negligent wrongful acts, errors and/or omissions in its performance on this Contract.</p> <p>I confirm that the Service Provider undertakes to keep the Employer indemnified, as indicated above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of five (5) years after the issue of such applicable certificate.</p> <p>I confirm that the Service Provider renounces the benefit of the <i>exceptionis non causa debiti, non numeratae pecuniae</i> and <i>excussionis</i> or any other exceptions which may be legally raised against the enforceability of this indemnification.</p> <p>Notwithstanding the indemnification required above, the Employer reserves the right to claim damages from the Service Provider for this Project where the Service Provider neglects to discharge its obligations in terms of this agreement.</p> <p><b>NAME:</b> .....</p> <p><b>CAPACITY:</b> .....</p> <p><b>SIGNATURE:</b> .....</p>
<p>7.1.2</p>	<p>As an extension of the definitions contained in clause 1 hereof, Key Persons must, for the purposes of this Contract, include one or more of the professionally registered principal(s) of the Service Provider, <b>and/or</b>, one or more professional(s) employed to render professional services, for whom copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, must be included with the tender as part of the returnable documentation.</p> <p>The Key Persons and their jobs / functions in relation to the Services are:</p>

Form

	Name	Principal and/or employed professional(s)	Category of registration	Specific duties
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
7.2	A Personnel Schedule is not required_as the contract is to be executed by the above specified Key Person(s) as per 7.1.2.			

If the space provided in the table above is not sufficient to describe the **specific duties**, this space may be utilized for such purpose:

# 1. MMSEZ LOCATION

1.1. The 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.

## MUSINA-MAKHADO SEZ: LOCALITY



