Form

93 Biccard Street, Polokwane, Limpopo Province, South Africa; info@mmsez.co.za; Tel: +27 67 411 9192

TENDER DOCUMENT

INVITATION TO TENDER FOR ENGINEERING AND RELATED PROFESSIONS PROFESSIONAL SERVICES:

SPECIALIST CIVIL ENGINEERING SERVICES

FOR THE PROJECT

APPOINTMENT OF A PROFESSIONAL CIVIL ENGINEERING SERVICE PROVIDER TO COMPILE DETAILED WATER SCHEME REPORT FOR THE MMSEZ NORTH SITE

TENDER NO:…….....

Name of tenderer: ……

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T1: TENDERING PROCEDURES

T1.1 Notice and Invitation to Tender

T1.1.1 The words "**tender**" and "**bid**" in this document or any documents referred to in this document are interchangeable and are deemed to have the same meaning, similarly the words "tenderer" and "tendering Service Provider" are interchangeable and are deemed to have the same meaning. Unless inconsistent with the context, the masculine gender includes the feminine and neuter genders and *vice versa*, and the singular includes the plural and *vice versa*. In this document, words and expressions signified in the text by the use of capital initial letters, shall have the meanings defined in the Standard Professional Services Contract except where the context otherwise requires.

T1.1.2 The Musina-Makhado Special Economic Zone invites tenders for the provision of **SPECIALIST PROFESSIONAL CIVIL ENGINEERING SERVICES** as further fully described in C3 Scope of Services hereof.

T1.1.3 Queries relating to these documents may be addressed to the Employer's authorised and designated representative who is the MMSEZ project manager on contact details provided in the Invitation to Bid form below.

T1.1.4 The closing time for receipt of tenders is as advertised in the Tender. Telephonic, facsimile, electronic and late tenders will not be accepted.

T1.1.5 Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in T1.2 Tender Data.

Form

SBD 1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	MMSEZ/INF/2026/07/14	CLOSING DATE:	21 AUGUST 2026	CLOSING TIME:	11H00
DESCRIPTION	**APPOINTMENT OF A PROFESSIONAL CIVIL ENGINEERING SERVICE PROVIDER TO COMPILE DETAILED WATER SCHEME REPORT FOR THE MMSEZ NORTH SITE**				
BID RESPONSE DOCUMENTS MUST DEPOSITED IN A TENDER BOX SITUATED AT:					
MMSEZ Offices, 93 Biccard Street, Polokwane, 0699.					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Aluwani Kutama**	CONTACT PERSON	**Mr. M Ramushu**
TELEPHONE NUMBER	+27 72 247 9851	TELEPHONE NUMBER	+27 66 470 6591
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	A.Kutama@mmsez.co.za	E-MAIL ADDRESS	m.ramushu@mmsez.co.za copy supplychain@mmsez.co.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	Yes No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	Yes No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

Form

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES	☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES	NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES	☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES	☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES	NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

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

DATE: ……

T1.2 Tender Data

T1.2.1 Standard Conditions of Tender

The conditions of tender are the **Standard Conditions of Tender (August 2019 edition) as contained in Annex C of the Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement**.

The Standard Conditions of Tender 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

Clause number	
	The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see www.cidb.org.za). The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clauses marked "C" in the above- mentioned Standard Conditions of Tender By submitting a tender in response to T1.1 Notice and Invitation to Tender above, the tenderer binds himself to a *pactum de contrahendo* (contract aimed at conclusion of another contract), the terms of which are contained in the Standard Conditions of Tender and T1.2 Tender Data.
C.1.1	The Employer is the **Musina-Makhado Special Economic Zone**
C.1.2	For this Contract the single volume approach is adopted. This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 5 of the CIDB's "Standard for Uniformity in Construction Procurement." The tendering Service Provider's attention is specifically drawn to the T2 Returnable Documents identified in the T2.1 List of Returnable Documents and in the T2.2 Returnable Schedules. The Returnable Documents must be obtained, and the Returnable Schedules must be completed by a tenderer when submitting a tender. The tenderer must complete these documents, including the "Offer" document in C1.1 Form of Offer and Acceptance, and deliver his tender back to the Employer bound as it was received. The tender document, issued by the Employer, comprises the following separate identifiable documents collectively forming the "Tender Document in a single volume": <u>The Tender</u> T1: Tendering Procedures T1.1 Notice and Invitation to Tender T1.2 Tender Data T2: Returnable Documents T2.1 List of Returnable Documents T2.2 Returnable Schedules <u>The Contract</u> C1: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data C2: Pricing Data

	C2.1 Pricing Instructions C2.2 Activity Schedule C3: Scope of Services C4: Site Information Appendix A.
C.1.4	The employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer, who will be the MMSEZ project manager as noted in T1.1.6 Notice and Invitation to Tender. The MMSEZ PM is only authorised to act in line with the provisions of the Standard Conditions of Tender. Any action by the MMSEZ PM that is outside of the SCT (read together with this Tender Data) is invalid and void *ab initio*
C.2.1 C.3.11	**<u>Tenders will only be considered for acceptance if</u>** (i.e. will only be regarded as responsive if)**:** 1. The tendering Service Provider is a civil engineering business undertaking, which is under the fulltime supervision of a registered professional civil engineer or a registered professional civil engineering technologist, 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 Engineering Profession Act, 2000 (Act no 46 of 2000), and who will hereafter be referred to as **registered principals** of the business undertaking, **or** a multidisciplinary professional practice, that also practises civil engineering work, which civil engineering division/section is under the fulltime supervision of a registered professional civil engineer or a registered professional civil engineering technologist, and which is owned and controlled by registered professionals by at least a percentage determined by any of the relevant professional Councils for cases pertaining to multi-disciplinary practices/business undertakings, in their respective Codes of Professional Conduct, in terms of number, shareholding and voting power who are registered in terms of the Architectural Profession Act, 2000 (Act no 44 of 2000), Landscape Architectural Profession Act, 2000 (Act no 45 of 2000), Engineering Profession Act, 2000 (Act no 46 of 2000), Project and Construction Management Professions Act, 2000 (Act no 48 of 2000) and/or Quantity Surveying Profession Act, 2000 (Act no 49 of 2000), and who will hereafter be referred to as **registered principals**. In the event of any legal entity, as meant above, being a listed public Company on the stock exchange, the percentages related to ownership and control referred to are to be deemed relevant to persons duly appointed as Directors of such entity. 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 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 1 above and information/documentation in respect of such persons must be provided as described; 3. The information, required in respect of 1 and 2 above, has been provided for all Service Providers tendering in consortium or joint venture; 4. At least one registered professional civil engineer, of whom the same documentation as in 2 above has been included in the tender, of the tendering Service Provider has been listed in **Clause 7.1.2 of the Contract Data as a Key Persons**; [The Employer retains the right to verify current professional registration required in terms of 2, 3 and 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.**] 5. All Returnable Documents mentioned in T2: Returnable Documents (T2.1 List of Returnable Documents and T2.2 Returnable Schedules) have been included in the tender.

6. (a) The tendering Service Provider has provided the required information/documentation to enable an evaluation panel to perform functionality and risk assessments as described in 6(b) and 6(c) hereafter and referred to in T2.1 – sub paragraph 4;

(b) Tender offers are judged by an evaluation panel in terms of functionality, which functionality will be evaluated against the following criteria on a scoring system of 1 to 5, weighted as indicated:

7. Notwithstanding the above, this tender shall be evaluated in 5 stages as follows:

Stage 1: Administrative Compliance
Stage 2: Substantive Compliance
Stage 3: Functionality
Stage 4: Price and Preference
Stage 5: Risk Assessment

7.1. STAGE 1: ADMINISTRTAIVE COMPLIANCE RESPONSIVENESS

This criterion will not result in automatic disqualification. However, 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).		

7.2. STAGE 2: SUBSTANSIVE COMPLIANCE RESPONSIVENESS CRITERIA

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 authorized person- **Form SBD1**		
2	Bidder's Disclosure - Completed and signed by authorized person- **Form MMSEZ-05 (PSP):**		
3	Tender Clarification Meeting Certificate- **Form MMSEZ-04 (PSP):**		
4	Particulars of Tenderer's Projects- **Form MMSEZ- 02(PSP).**		
5	Pricing Schedule fully completed- **Form C2.2.2 or C2.2.3**		
6	Form of Offer- Completed and signed by authorized person- **Form C1.1.**		
7	Contract Data Completed and signed by an authorized person		
8	**A Resolution by Board of Directors for signatory to act on behalf of bidding** company- **Form MMSEZ- 06**		
9	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 – **Form MMSEZ- 07/08**		
10	Joint Venture/Consortium Agreement (if applicable).		
11	Power of Attorney in case of Joint Ventures/Consortiums (if applicable).		
12	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.		
13	Proof of Professional Indemnity (PI) Insurance which is at least **twice** the contract amount.		

14	Proof that the entity is under the ownership/control of ECSA registered professionals at more than 51% - **MMSEZ- 01(PSP).**		
15	Proof of Registration on the Government CSD		
16	Company profile with shows a minimum of **10** years company experience in **Bulk Water Services**		
17	Provide a Key **Civil** Engineering Lead Registered as a Professional Engineer (**Pr. Eng**) with ECSA, with a minimum of **15** years' experience in **Bulk Water Services** ***Professional Technologists and Technicians will not be considered***		
18	Provide a Minimum of Three (3) Supporting Professional Engineers or Technologists Registered with ECSA (i.e**. Pr. Eng** or **Pr. Eng. Tech**) as follows: (a) **3 X Civil Engineering Professionals** (Pr.Eng/Pr.Tech. Eng) ***Professional Technicians will not be considered.***		

7.3. STAGE 3: FUNCTIONALITY CRITERIA

A technical capacity evaluation will be conducted under this Functionality Criteria. The table below outlines various technical aspects which will be required to be completed by potential bidders. The bidders will be scored out of 100 possible points against the information entered by the bidders into the table.

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

Functionality Criteria	**Weighting Factor**
1. EXPERIENCE OF THE BIDDING ENTITY Each completed project listed in **Form MMSEZ- 02(PSP)** to include a **Letter of Appointment (LoA) OR a Purchase Order (PO)** for Professional Services related to **Bulk Water Services** which include Design and Construction of **Bulk Water Supply, Bulk Stormwater Management, and Bulk Waste Water Management** with a Professional Fee Value of R5 Million (Incl. Vat) or above 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. 1.1. One (1) Appointment Letter or PO with Reference Letter Submitted = **5 points** 1.2. Two (2) Appointment Letters or PO with Reference Letter Submitted = **10 points** 1.3. Three (3) Appointment Letters or PO with Reference Letter Submitted = **15 points** 1.4. Four (4) Appointment Letters or PO with Reference Letter Submitted = **20 points** 1.5. Five (5) Appointment Letters or PO with Reference Letter Submitted = **25 points**	**25**
2. KEY PERSON WITH RELEVANT EXPERIENCE A **Civil Engineer (Pr. Eng)** who is registered in terms of the Engineering Profession Act (Act 46 of 2000) and is listed under **Clause 7.1.2 of the Contract Data** as a Key Persons. Copies of **proof of registration with Engineering Council of South Africa (ECSA)**, **qualifications** and detailed **CV** to be submitted. To be considered for experience evaluation The Civil Engineer must have a minimum of **BSc/BEng: Civil Engineering**, and **minimum of 15 years post qualification Experience in Bulk Water Services.** The Civil Engineer shall be given a maximum of **35** points as follows: 1.1. Less than Fifteen (15) years post qualification experience in Water Services = **0 points** 1.2. Fifteen (15) years or more but less than Twenty (20) Years post qualification experience in Water Services = **15 points** 1.3. Twenty (20) years or more years post qualification experience in Water Services = **35 points** **NB:** - ***Post Qualification Experience is calculated from the date of attainment of the BSC/BEng degree and will only consider active years of work.*** - ***Professional Technologists and Technicians will not be considered.***	**35**

3. SUPPORTING PROFESSIONAL TEAM The Professional Service Providers must provide a minimum of three (3) additional **technical supporting team** that will be working on this project. This team is additional to the lead/Key person and must also be **listed in Clause 7.1.2** of the Contract Data. Technical workforce in this instance is interpreted as **Three (3) Civil Engineering Professionals** employed by the company and will be allocated to this project. All the technical staff must be **professionally registered as a Professional Engineer or Professional Engineering Technologist**. **Project organogram** with **CVs**, **Qualifications**, **ID copies** of the proposed technical staff must be attached. To be considered for experience evaluation each of the supporting professionals must have a minimum of **B-Degree in Civil Engineering**, and **minimum of 5 years post qualification Experience in Water Services.** Each of the 3 supporting professionals will be scored as follows: 3.1. 15 years' experience & above post qualification experience = **10 points** 3.2. 10 years or more but below 15 years' post qualification experience = **7 Points** 3.3. 7 years or more but below 10 years' post qualification experience = **5 Points** 3.4. 5 years or more but below 7 years' post qualification experience = **3 Points** 3.5. Less than 5 years post qualification experience = **0 Points**	**30**
4. METHODOLOGY AND PROPOSAL Bidders must clearly demonstrate methodology of project implementation proposal submitted. This must be within the scope of service and problem statement of this assignment. In addressing the above, bidders must further incorporate how these processes will be executed: Scope Management, Time management, Cost Management, Quality Management, Human Resource Management, and Risk Management. The provided methodology will be assessed across the entire project life cycle as follows: 4.1. Initiation = **2 point** 4.2. Planning = **2 point** 4.3. Execution = **4 points** 4.4. Close Out = **2 points**	**10**
Total	**100 Points**

(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	**70**

7.4. STAGE 4: PRICE AND PREFERENCE

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

7.4.1. 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.

7.4.2. Bidders must include a fully completed and signed Preference Points claim form in terms of the Preferential Procurement Regulations 2022. In the event of failure to fully complete and sign SBD 6.1, bidders will not be awarded points attributed to specific goals. 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:

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where-

Ps = Points scored for price of tender under consideration;
Pt = Price of tender under consideration; and
Pmin = Price of lowest acceptable tender.

7.4.3. A maximum of 20 points may be awarded to a tenderer for the specified goals for the tender.
7.4.4. 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.
7.4.5. Points will be awarded to a bidder for attaining the specific goals in accordance with the table below.
7.4.6. 80/20 preference point system for acquisition of goods or services with Rand value equal to or below R50 million

The specific goals allocated points in terms of this tender	Points allocated	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
Limpopo Based Enterprise	3	Proof of address in Entity's name
Military Veterans (MVA)	2	MVA force number
TOTAL	**20**	

7.5. STAGE 5: RISK ASSESSMENT

Section 2(1)(f) of the PPPFA provides that "the contract must be awarded to the tenderer who scores the highest points, unless additional objective criteria justify the award to another tenderer. In this tender these objective criteria will be in the form of the risk assessment outlined below. Tender offers will be judged by an evaluation panel in terms of risk to the Employer. Such risk will be evaluated against the criteria listed below. **The Infrastructure Development** division under the supervision of its Executive Manager **MUST** conduct the risk management assessment on the top **three (3) bidders** and present the report to the BEC for consideration. An assessment of unacceptable risk on any **single criterion** will constitute unacceptable risk for the award as a whole, resulting in the tender to be disqualified.

The risk criteria are as follows:

Description of risk criteria and sub criteria (Note: Information provided in the returnable documentation must be provided in sufficient detail to enable the evaluation panel to evaluate the risk criteria set out below. The Employer reserves the right to request further clarification, elucidation, additional documentation/information, etc. as may be required to evaluate the tender. The afore mentioned can also entail that the persons, named in the schedule of Key Persons Data provided by the Service Provider, clause 7.1.2), be invited to **an interview**.	
A	Allocation of **suitably qualified and appropriately experienced human resources**, both in respect of principals (**Lead Civil Engineer**) and/or other staff (**the 3 supporting professionals)** of the tendering Service Provider to the project, as described in the schedule of Key Persons in terms of clause 7.1.2 of the **Contract Data**, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. Based on the **Risk Assessment Report** from the Infrastructure Division, an opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the qualifications and experience of the human resources allocated to the project in terms of the Key Persons (Data provided by the Service Provider, clause 7.1.2), from information contained in curriculum/curricula vitae submitted

		with the tender. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. **No risk assessment will be performed for this criterion in the absence of relevant information/ curricula vitae with the tender and will therefore render the tender as unacceptable and excluded from further consideration.**
	B	The tendering Service Provider's **experience and performance on comparable projects** during the past 5 years. Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value, or other project quantifying parameters), nature of projects (Water Services) locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development. Based on the **Risk Assessment Report** from the Infrastructure Division, an opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the experience and performance of the tendering Service Provider from information submitted with the tender (in written-, report- and/or brochure format), and upon further investigations/reference checks that may be performed, for which purpose the tendering Service Provider must include names and contact particulars of present and previous Employers to whom services are/were rendered. The Employer retains the right to contact references not mentioned by the tendering Service Provider. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the risk assessment will be put to the vote. **No risk assessment will be performed for this criterion in the absence of relevant information with the tender and will therefore render the tender as unacceptable and excluded from further consideration.**]
	C	**Confirmation of the required level of professional indemnity insurance** specified in terms of Contract Data. [If confirmation/proof of professional indemnity insurance is not duly confirmed in the Data provided by the Service Provider, the risk to Employer will be regarded as **unacceptable** and render the tender unacceptable on grounds of not being to specification. The Employer retains the right to request documentary proof of such insurance as part of the tender evaluation process. **Unconfirmed professional indemnity insurance will render the tender as unacceptable i.t.o. risk and excluded from further consideration.**]
	D	**Attendance** of compulsory clarification meeting, if applicable in terms of C.2.7 below, by a representative of the tendering Service Provider. [Non-attendance, if compulsory in terms of C.2.7, will be regarded as a risk to the Employer in that salient information required for tender purposes would not have been to the knowledge of the tendering Service Provider, rendering any resultant tender to be incomplete. **Non-attendance will render the tender a risk to the Employer and therefore excluded from further consideration.** In the event of the clarification meeting not being compulsory, this risk criterion will not be applicable.]
	E	
	F	
	Note: Any tender not complying with any of the above-mentioned stipulations, will be regarded as non-responsive and will therefore <u>not</u> be considered for further evaluation.	
C.2.7	A tender clarification meeting will **be** held in respect of this tender. Attendance of said clarification meeting is **compulsory** The particulars of said clarification meeting, if applicable, are: Location: **MUSINA ANTONVILLA NORTH SITE (30.07527°E; 22.32360°S)** Date: **13 AUGUST 2026** Starting time: **11:00**	
C.2.13.3	Each tender offer communicated on paper shall be submitted as an original.	
C.2.13.4	Delete the last sentence of the paragraph: "Signatories for … of the tender offer."	
C.2.13.5	The Employer's addresses for delivery of tender offers are as advertised in the Tender. In addition, the following identification details must be provided on the <u>back</u> of the envelope: **Tenderer's name, contact address and telephone number** and in the top left corner on the back of the envelope:	

	"Tender no" **"Tender for Civil Engineering Services".**
C.2.13.6	A two-envelope procedure will not be followed.
C.2.15	The closing time for submission of tenders is as advertised in the Tender.
C.2.16	The tender validity period is **180** days from date of tender closure.
C.2.19	The tenderer shall provide access for inspections to his offices as may be required by the Employer.
C.2.22	Not a requirement.
C.2.23	The tenderer is required to submit with his tender all documents listed in T2 Returnable Documents, T2.1 and T2.2.
C.3.4	The time and location for opening tender offers are: Time: tenders will be opened immediately or as soon as possible after the closing time as advertised in the Tender;
C.3.5	A two-envelope procedure will not be followed.
C.3.9.3	Omit the wording and replace with the following: "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."
C.3.9.4	Omit the wording of the first sentence and replace with: "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"
C.3.9.4 (continued)	Add sub-paragraph c) as follows: "c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tenderer is to be classified as not acceptable/non-responsive and removed from further contention."
C.3.11.1	The procedure for the evaluation of responsive tenders is Method 2.
C.3.17	The number of paper copies of the signed contract to be provided by the employer is one.

T2: RETURNABLE DOCUMENTS

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.

T2.1 **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.

1. Copies of present registration with the **Engineering Council of South Africa** as "Professional", with the registration numbers, of all the registered principals and professionals mentioned under T1.2 Tender Data, clause C.2.1, item 2, as well as in C1.2.3 Data provided by the Service Provider, clause 7.1.2 Key Persons.

2. An exposition, with necessary annexures, in suitable format and in sufficient detail, providing all the information necessary for the evaluation panel to be able to evaluate the functionality and risk set out in T1.2 Tender Data, clause C.2.1.

3. Proof of CSD Registration

4. Company Profile

T2.2 **Returnable Schedules** (all bound into this tender document – to be completed by tenderer)**.** All documents must be duly completed and signed where applicable.

1. Form of Offer and Acceptance (C1.1)
2. Fully Completed Contract Data- Clause 5.4.1
3. Ownership Particulars, MMSEZ- 01(PSP). Form MMSEZ- 01(PSP) is bound in hereafter).
4. Particulars of Tenderer's Projects, Form MMSEZ- 02(PSP). Form MMSEZ- 02(PSP) is bound in hereafter.
5. If applicable, a Tender Clarification Meeting Certificate, MMSEZ-04 (PSP): for compulsory clarification meeting. Form MMSEZ-04 (PSP) is bound in hereafter).
6. Declaration of Interest and Tenderer's Past Supply Chain Management Practices, Form MMSEZ-05 (PSP). Form MMSEZ-05 (PSP) is bound in hereafter.
7. A resolution, MMSEZ- 06 for a single Service Provider tendering herein, or MMSEZ- 07 plus special resolution, MMSEZ- 08 for multiple Service Providers tendering in consortium or joint venture herein. Forms MMSEZ- 06 to 08 are bound in hereafter.
8. Certification of Independent Bid Determination, MMSEZ-09. Form MMSEZ-09 is bound in hereafter.
9. Preference Points Claim Form, MMSEZ-10. Form MMSEZ-10 is bound in hereafter).
10. Activity Schedule for Value Based Fees (C2.2.2) – only if remuneration is stipulated as "value based" in C2.1.1.1.
11. Activity Schedule for Time Based Fees (C2.2.3) – only if remuneration is stipulated as "time based" in C2.1.1.1.

MMSEZ- 01(PSP): OWNERSHIP PARTICULARS

NB: 1. This form is to be read with the Notice and Invitation to Tender and C.2.1 sub paragraphs 1 and 2 of the Tender Data pertaining to this Tender and completed according to the definitions and information contained in said documents.

2. **Failure to complete this form may result in the tender being disqualified.**

Project title:	Specialist Civil engineering services for: **APPOINTMENT OF A PROFESSIONAL CIVIL ENGINEERING SERVICE PROVIDER TO COMPILE DETAILED WATER SCHEME REPORT FOR THE MMSEZ NORTH SITE**
Tender no:	

1. REQUIRED DOCUMENTARY PROOF

The following documentation must be included in the tender as part of the Returnable Documents. Failure to provide the said documentation may result in the tender being disqualified.

Legal Status of Tendering Entity: **If the Tendering Entity is:**	**Documentation to be submitted with the tender:**
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or ii. each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

2. **DETAIL OF ALL PARTNERS, PROPRIETORS, MEMBERS AND/OR SHAREHOLDERS OF THE SERVICE PROVIDER:**

Full Name #	Identity Number	Relevant Professional Council	Professional Registration Number	Date of Ownership	Percentage Owned	Percentage Voting
Totals:					**100%**	**100%**

All registered principals, i.e. sole proprietors, partners in partnerships, members of close corporations and in the event of a legal entity being a private company with shareholding, all directors formally appointed to manage the business undertaking

MMSEZ-02(PSP): PARTICULARS OF TENDERER'S PROJECTS

Project title:	**APPOINTMENT OF A PROFESSIONAL CIVIL ENGINEERING SERVICE PROVIDER TO COMPILE DETAILED WATER SCHEME REPORT FOR THE MMSEZ NORTH SITE**		
Tender / quotation no:		**Closing date:**	
Advertising date:		**Validity period:**	

Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required.

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects

Projects currently engaged in		**Name of Employer or Representative of Employer**	**Contact tel. no.**	**Contract sum of Project**	**Scope of Services (Work stages appointed for – eg 1 to 6)**	**Work stages completed**	**Work stages in progress**
1							
2							
3							
4							
5							
6							
7							

1.2. **Completed projects**

Projects completed in the last 5 (five) years		Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Date of appointment	Date of completion
1							
2							
3							
4							
5							
6							
7							
8							
9							

Name of Tenderer	Signature	Date

MMSEZ – 03 (PSP): DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Name of Tenderer ……..…… ☐EME[1]☐QSE[2]☐ **Non EME/QSE (tick applicable box)**

1. **LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.**

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
2.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
3.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
4.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
5.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
6.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
7.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
8.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
9.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
10.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number
State date of South African citizenship obtained (not applicable to persons born in South Africa)

2. **DECLARATION:**

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

1 The information and particulars contained in this Affidavit are true and correct in all respects;
2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2022, National Small Business Act102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	**Signature**	**Date**

[1] EME: Exempted Micro Enterprise
[2] QSE: Qualifying Small Business Enterprise

MMSEZ-04 (PSP): TENDER CLARIFICATION MEETING CERTIFICATE

Project title:	Specialist Civil engineering services for: **APPOINTMENT OF A PROFESSIONAL CIVIL ENGINEERING SERVICE PROVIDER TO COMPILE DETAILED WATER SCHEME REPORT FOR THE MMSEZ NORTH SITE**		
Tender no:		**Reference no:**	

This is to certify that I, _____

representing_____

attended the tender clarification meeting on: _____

I further certify that I am satisfied with the description of the work and explanations given at the tender clarification meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

MMSEZ-05 (PSP): DECLARATION OF INTEREST AND TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in full and signed by the duly authorized person, shall render the tender non-responsive and will be removed from any and all further contention.

Project title:	Specialist engineering services for: **APPOINTMENT OF A PROFESSIONAL CIVIL ENGINEERING SERVICE PROVIDER TO COMPILE DETAILED WATER SCHEME REPORT FOR THE MMSEZ NORTH SITE**		
Tender no:		**Reference no:**	

1. Any legal person, including persons employed by the State[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to tender (includes a price quotation, advertised competitive tender, limited tender or proposal). In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the tenderer or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

- the tenderer is employed by the state; and/or
- the legal person on whose behalf the tender document is signed, has a relationship with a person/ persons who are/is involved in the evaluation and or adjudication of the tender(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the tender.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.

2.1 Full name of tenderer or his/her representative: _____

_____

2.2 Identity number: _____

2.3 Position occupied in the Company (director, trustees, shareholder[2], ect.): _____

_____

2.4 Company registration number: _____

2.5 Tax reference number: _____

2.6 VAT registration number: _____

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

[1] "State" means –
(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces or
(e) Parliament.

[2] "Shareholder'' means –
(a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise.

2.7 Are you or any person connected with the tenderer presently employed by the state? Yes ☐ No ☐

2.7.1 If so, furnish the following particulars:

Name of person / director / trustees / shareholder / member: _____

Name of state institution at which you or the person is connected to the tenderer is employed:

_____

Position occupied in the state institution: _____

Any other particulars: _____

_____

_____

2.7.2 If you are presently employed by the state, did you obtain the appreciate authority to undertake remunerative work outside employment in the public sector? Yes ☐ No ☐

2.7.2.1 If yes, did you attach proof of such authority to the tender document? Yes ☐ No ☐
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the tender.)

2.7.2.2 If no, furnish reasons for non-submission of such proof: _____

_____

_____

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? Yes ☐ No ☐

2.8.1 If so, furnish particulars: _____

_____

_____

2.9 Do you, or any person connected with the tenderer, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this tender? Yes ☐ No ☐

2.9.1 If so, furnish particulars: _____

_____

_____

2.10 Are you, or any person connected with the tenderer, aware of any relationship (family, friend, other) between the tenderer and any person employed by the state who may be involved with the evaluation and or adjudication of this tender? Yes ☐ No ☐

2.10.1 If so, furnish particulars: _____

_____

_____

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are tendering for this contract? Yes ☐ No ☐

2.11.1 If so, furnish particulars: _____

_____

_____

3. Full details of directors / trustees / shareholders / members.

	Full name	**Identity number**	**Personal tax reference number**	**State employee number / Persal number**
1				
2				
3				
4				
5				

6				
7				
8				
9				
10				

4. Declaration of tenderer's past supply chain management practices.

4.1 This Standard Tender Document must form part of all tenders invited.

4.2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

4.3 The tender of any tenderer may be disregarded if that tenderer, or any of its directors, have:
(a) abused the institution's supply chain management system;
(b) committed fraud or any other improper conduct in relation to such system or
(c) failed to perform on any previous contract.

5. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.

Item	Question	Yes	No
5.1	Is the tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alterem partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
5.1.1	If so, furnish particulars:		

5.2	Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (Act No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
5.2.1	If so, furnish particulars:		
5.3	Was the tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
5.3.1	If so, furnish particulars:		
5.4	Was any contract between the tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
5.4.1	If so, furnish particulars:		

CERTIFICATION

I, the undersigned (full name) _____

certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

_____ _____

Signature **Date**

_____ _____

Position **Name of Tenderer**

This form is aligned to SBD 4 and 8.

MMSEZ- 06: 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.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

13			
14			
15			
16			
17			
18			
19			
20			

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 authorized 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

MMSEZ-07 (PSP): 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 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)*

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)

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 **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, 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 authorized 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

MMSEZ-08(PSP): 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 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 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: _____

_____

_____

_____ (code)

Telephone number _____

Fax number: _____

	Name	Capacity	Signature
1			

	Name	Capacity	Signature
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

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.*

MMSEZ-09: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	Specialist Civil Engineering Services for: **APPOINTMENT OF A PROFESSIONAL CIVIL ENGINEERING SERVICE PROVIDER TO COMPILE DETAILED WATER SCHEME REPORT FOR THE MMSEZ NORTH SITE**		
Tender no:		**Reference no:**	

INTRODUCTION

1. This form Certificate of Independent Bid Determination] must form part of all tenders[1] invited.

2. Section 4 (1) (b) (iii) of the Competition Act, 1998(Act 89 of 1998) as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging)[2].Collusive tendering is a *per se* prohibition meaning that it cannot be justified under any grounds.

3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

   a. disregard the tender of any tenderer if that tenderer, or any of its directors, have abused the institution's supply chain management system and/or committed fraud or any other improper conduct in relation to such system;

   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the tendering process or the execution of that contract.

4. This form (MMSEZ-09) serves as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (MMSEZ-09) must be completed and submitted with the tender.

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[1] **Includes price quotations, advertised competitive tenders, limited tenders and proposals.**

[2] **Tender rigging (or collusive tendering) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.**

I, the undersigned, in submitting the accompanying tender:

Project title:	Specialist Civil Engineering Services for **APPOINTMENT OF A PROFESSIONAL CIVIL ENGINEERING SERVICE PROVIDER TO COMPILE DETAILED WATER SCHEME REPORT FOR THE MMSEZ NORTH SITE**
Tender no:	

in response to the invitation for the tender made by:

Musina-Makhado Special Economic Zone,

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of tenderer)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;

4. Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms ofand to sign the tender on behalf of the tenderer;

5. For the purposes of this Certificate and the accompanying tender, I understand that the word “competitor” shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:

   (a) has been requested to submit a tender in response to this tender invitation;
   (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;

6. The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive tendering.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation);
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit a tender;
   (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
   (f) tendering with the intention not to win the tender.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.

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

   I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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, 1998(Act 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 terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) or any other applicable legislation.

Name of Tenderer	Signature	Date	Position

[3] **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.**

MMSEZ-10: 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

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to be below R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and
(b) Specific Goals.

1.3.1 The maximum points for this bid are allocated as follows:

		POINTS
1.3.1.1	**PRICE**	80
1.3.1.2	**SPECIFIC GOALS**	20
	Total points for Price and Specific Goals must not exceed	**100**

1.4 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.5 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

(a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(c) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

(d) "consortium or joint venture" 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;

(e) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

(f) **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

(g) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

(h) **"non-firm prices"** means all prices other than "firm" prices;

(i) **"person"** includes a juristic person;

(j) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

(k) **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

(l) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(m) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.

3.3. Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. Points awarded for Specific Goals

5.1. 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

5.2. 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.

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.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of verification
Black people ownership	5		Central Supplier Database (CSD) report
Women equity	3		Central Supplier Database (CSD) report
Youth equity	2		Central Supplier Database (CSD) report
Disability	2		Medical certificate or equivalent
Promotion of small businesses	3		Latest Financial statement

Enterprises located within Limpopo	3		Proof of address in the name of the company
Military Veterans (MVA)	2		MVA force number
TOTAL	**20**		

6. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm :.....

VAT registration number :

Company registration number ……. :

TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

…….....
…….....
…….. .....

COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

WITNESSES:

1. ……

4. ……

……

SIGNATURE(S) OF BIDDER(S)

DATE:…….. **ADDRESS:……**

……

THIS FORM IS ALIGNED TO SBD 6.1

C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

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

CIVIL ENGINEERING SERVICES

on the Project

APPOINTMENT OF A PROFESSIONAL CIVIL ENGINEERING SERVICE PROVIDER TO COMPILE DETAILED WATER SCHEME REPORT FOR THE MMSEZ NORTH SITE

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

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

The offered price for Specialist Civil Engineering Services, inclusive of all applicable taxes (All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) is :

R …….....…. (in figures)

…….....……

…….…… **Rand** (in words).

The award of the tender may be subjected to price negotiation with the preferred tender(s). The negotiated and agreed price will be considered for acceptance as ***a firm and final offer***.

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

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or close corporation:		Natural person or partnership:
…….....……....…..		…….
…….....…..		…….....
whose registration number is:		whose identity number(s) is/are:
…….....		…….....…….
whose income tax reference number is:	**OR**	whose income tax reference number is/are:
…….....…….....		…….....…….
and whose National Treasury Central Supplier Database (CSD) numbers are:		and whose National Treasury Central Supplier Database (CSD) numbers are:
CSD supplier number: …….		CSD supplier number: …….
Tax Compliance Status Pin (TCSP)……..		Tax Compliance Status Pin (TCSP)……..

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

Trading under the name and style of: ……..

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: ..…….....….. In his/her capacity as: …….....……..	**Note:** **A resolution / power of attorney, signed by all the directors / members / partners of the legal entity must accompany this offer, authorising the representative to make this offer.**

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

…….

…….

Other contact details of the Tenderer are:

Telephone no: ..…….... Cellular phone no: ……

Fax no: …….

Postal address: ……...……...…

Banker: ……. Branch: ….....……..

Acceptance

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

The terms of the Contract are contained in:

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

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	**Musina-Makhado Special Economic Zone**
Address of organisation:	

Witnessed by:

Name of witness	Signature	Date

Schedule of Deviations

Notes:

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

1.2.1. Subject:
Detail:

1.2.2. Subject:
Detail:

1.2.3. Subject:
Detail:

1.2.4. Subject:
Detail:

1.2.5. Subject:
Detail:

1.2.6. Subject:
Detail:

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

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

PART C1: 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*

Data provided by the Employer

Clause	
	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. 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 Employer is the **Musina-Makhado Special Economic Zone.**
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	The Project is: **APPOINTMENT OF A PROFESSIONAL CIVIL ENGINEERING SERVICE PROVIDER TO COMPILE DETAILED WATER SCHEME REPORT FOR THE MMSEZ NORTH SITE**
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 *ab initio*
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	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. A Penalty amount of R1 000 per day will be applicable per target date for the full period of the delay. In the event that the delay exceeds 30 days, the Employer will have the option to either: (i) terminate the contract and recover any loss as a result of the termination from the Service Provider, or (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.
3.15	<u>For fees stipulated as "value based" in the Pricing Instructions</u> Programme:

	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. 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. 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. <u>For fees stipulated as "time based" in the Pricing Instructions</u>: 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. 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.
3.16.2	Where CPI_s = the index of StatsSA P0141 (Table B) for the month during which the tender closed. CPI_n = the index of StatsSA P0141 (Table B) for the month in which the anniversary of the tender date falls. The indices of StatsSA P0141 are available on the Website: *http://www.statssa.gov.za/Publications/statsdownload.asp?PPN=P0141*
4.1.1	Briefing meeting: 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.
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	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1. Travelling for which payment will be claimed, as defined in the Travelling and subsistence arrangements and tariffs of charges;

	2. Deviate from the final programme as in clause 3.15 above; 3. Deviate from the programme (delayed or earlier); 4. Deviate from or change the Scope of Services; 5. Change Key Personnel on the Service.
5.5 (c)	1. Exclusion of authority/powers The Service Provider's authority to act and/or to execute functions or duties is **excluded** 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. 1.1 Nomination of nominated or selected subcontractors; 1.2 Granting of extension of time and/or ruling on claims associated with claims for extension of time; 1.3 Acceleration of the rate of progress and determination of the cost for payment of such acceleration; 1.4 Rulings on claims and disputes; 1.5 Suspension of the works; 1.6 Final payment certificate; 1.7 Issuing of *mora* notices to the contractor; 1.8 Cancellation of the contract between the Employer and contractor. 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. 2. Limitation of authority/powers The Service Provider's authority is **limited** 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: 2.1 Institution of or opposing litigation; 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; 2.3 Instructions to embark on dayworks; 2.4 Dayworks rates; 2.5 Material quotes relating to dayworks; 2.6 Adjustment of general items relating to dayworks; 2.7 Expenditure on prime cost items; 2.8 Issuing of practical completion, completion, works completion, final completion and/or final approval certificates. 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. 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.
8.1	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

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 5.4.1of 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.
5.4.1	<u>Indemnification of the Employer</u> I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution ……..……(Name of authorized person) hereby confirm that the Service Provider known as: ……(Legal name of entity tendering herein) tendering on the project: ……..... ……(Name of project as per C1.1 Form of offer and acceptance) 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.

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.

I confirm that the Service Provider renounces the benefit of the *exceptionisnon causa debiti, non numeratae pecuniae* and *excussionis* or any other exceptions which may be legally raised against the enforceability of this indemnification.

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.

NAME: …….

CAPACITY: …….

SIGNATURE: …….

7.1.2

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, **and/or**, 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.

The Key Persons and their jobs / functions in relation to the Services are:

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:

C2. PRICING DATA

C2.1 Pricing Instructions

C2.1.1 Basis of remuneration, method of tendering and estimated fees

C2.1.1.1 Professional fees for **Specialist Civil engineering Services** will be paid on a **Time-Basis as specified in clause C2.1.4**

C2.1.1.2 **Tenderers are to tender:**
A <u>percentage</u> of the estimated fees (in the event of the basis for remuneration being indicated above as a "value based" fee)

<u>or</u>

The <u>different rates</u> for the different categories in C2.2.3 Activity Schedule for Time Based Fees, column (c) (in the event of the basis for remuneration being indicated above as a "time based" fee)

all as set out below.

C2.1.2 Remuneration for **specialist civil engineering Services**

C2.1.2.1 **Professional fees shall be calculated as follows for Services rendered by the Service Provider:**

- **In the event of the basis for remuneration being a "<u>value based</u>" fee, the <u>percentage</u> of the normal fees tendered in "C2.2.2 Activity Schedule for Value Based Fees", column (b),** plus Value Added Tax, <u>all according to the provisions under C2.1.3</u>;

  <u>or</u>

- **In the event of the basis for remuneration being a "<u>time based</u>" fee, the <u>different rates</u> tendered for the different categories in "C2.2.3 Activity Schedule for Time Based Fees", column (c), multiplied by the actual number of hours spent** plus Value Added Tax, <u>all according to the provisions under C2.1.4</u>.

C2.1.2.2 The amount tendered herein (C1.1) **is for tender purposes** only and will be amended according to the application of the value fee scale *vis-à-vis* the **actual cost of construction** (if basis of remuneration has been set at "value based" according to C2.1.1.1) or the **actual number of hours for each level** (if basis of remuneration has been set at "time based" according to C2.1.1.1). Such Amendment shall be done in accordance with the ECSA fee guidelines applicable at the tendering stage as provided in Appendix A of this tender document. The approval of such amendment shall also be done in accordance with the Musina-Makhado Special Economic Zone policies regulating expansions and variations of Contracts. Only when the amendments are authorised by the relevant authority that they can be implemented. The offered **discounted %** for value-based fee or **rates** for time-based fee shall remain **firm** and shall be applied even when the amount is amended.

C2.1.2.3 Reimbursable rates for typing, printing and duplicating work and forwarding charges as set out under C2.1.6 herein will be paid in full, irrespective of the percentage or rates tendered as referred to in C2.1.1.2 and C2.1.2.1 above.

C2.1.2.4 **<u>Disbursements in respect of all travelling and related expenses</u>** including all travelling costs, time charges and subsistence allowances related thereto **<u>will not be paid for separately</u>. Tenderers must make provision for and include all such costs in their tender when calculating the percentage or rates as described in C2.1.1.2 above.**

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 as stated in C2.1.1.1.

C2.1.2.5 All fee accounts must be accompanied by an updated original written certification by the quantity surveyor, if appointed, of the amount(s) on which fees are based. The onus, however, rests on the

Service Provider to calculate fees on the appropriate value and according to the correct fee scale, read in conjunction with this Contract.

C2.1.2.6 All fee accounts need to be signed by a principal of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.

C2.1.2.7 For all Services provided on a time basis, **time sheets giving full particulars of the work**, date of execution and time duration, should be submitted with each fee account.

C2.1.2.8 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 MMSEZ project manager timeously. Fee accounts, 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 and will deal with such case in terms of clause 14.3 of the General Conditions of Contract.

C2.1.2.9 Accounts for Services rendered may be submitted on the successful completion of each stage of work. Interim accounts will only be considered during the construction stage of the works and then not more frequently than quarterly except if otherwise agreed between the authorised and designated representative of the Service Provider and the Employer. Payment of accounts rendered will be subject to the checking thereof by the MMSEZ project manager. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with clause 14.3 of the General Conditions of Contract.

C2.1.2.10 All Services relating to the implementation of the works which are to be provided in terms of the Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) are normal services in terms of the ECSA Scope of Engineering Services and Tariff of Fees. Any changes in the design of the works to incorporate labour-intensive works should not constitute a change in scope or an additional service where the scope of work is framed around such publications.

C2.1.2.11 Fee accounts shall be submitted on the Employer's prescribed format

C2.1.3 Value based fees

C2.1.3.1 Fees for work done under a value basis fee
Where value based fees are payable (if basis of remuneration has been set at “value basis” according to C2.1.1.1), the Service Provider will be remunerated for Services rendered, subject to the provisions in C2.1.2 above and subject to the specific terms and conditions stated below and elsewhere in this document, in accordance with the **ECSA Scope of Engineering Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000)** applicable at the time of tendering. This document is referred to as the "ECSA Scope of Engineering Services and Tariff of Fees" hereinafter and is appended as appendix A. This tariff of fees will be payable for **the <u>full Period of Performance</u>**.

C2.1.3.2 **Normal services**
The fee for normal services shall be the tendered percentage based on the fee provided in the ECSA Scope of Engineering Services and Tariff of Fees, clause 4.2.

Where the Service Provider is required to perform a portion of the normal services only, the relevant portion of the fee shall be paid.

C2.1.3.3 Interim payments to the Service Provider
For the purposes of ascertaining the interim payments due, the **cost of the works**, which shall exclude any provisional allowances made to cover contingencies and escalation, shall be:

- the applicable portion of the net amount of the accepted tender, or
- if no tender is accepted, the net amount of the applicable portion of the lowest suitable tender, unless acceptable motivation can be provided to prove that such amount is unreasonable, or
- if the contract is awarded by negotiation the negotiated price, or

- if no tenders are invited or if no suitable tenders are received or if no negotiation is concluded, the estimate. The estimate shall be the one accepted by the Employer as representing the value of the works, which for purposes of interim payments will be deemed to be 80% of the engineers estimate or if appointed, 80% of the quantity surveyors estimate.

C2.1.3.4 Fees for documentation for work covered by a provisional sum
Where a provisional sum is included in the bills of quantities for work to be documented at a later stage, the documentation fee in respect of such work shall be remunerated at the time when the documentation has been completed. The fee shall relate to the type of documentation drawn up by the civil engineer in respect of each section of such work.

C2.1.3.5 Time charges for work done under a value based fee
Where time charges are payable according to ECSA Scope of Engineering Services and Tariff of Fees as amended in C3.3.2 (if basis of remuneration has been set at "value based" according to C2.1.1.1), the principles as described in the ECSA Scope of Engineering Services and Tariff of Fees, clause 4.4, and the rates set out below, will be applicable.

C2.1.3.5.1 Time charges are reimbursable at rates applicable at the time of the actual execution of the specific service.

C2.1.3.5.2 The scale of fees on time charges, on which Value Added Tax is excluded, shall be at the following rates per hour, rounded off to the nearest rand. Hourly rates shall be deemed to include overheads and charges in respect of time expended by clerical Personnel which shall, therefore, not be chargeable separately.

C2.1.3.5.3 Unless otherwise specifically agreed in writing, remuneration for the time expended by principals in terms of C2.1.3.5.2 shall be limited to 5 per cent of the total time expended for time charges in respect of the Project. Any time expended by principals in excess of the 5 per cent limit shall be remunerated at the rates determined in other categories.

C2.1.3.5.4 Notwithstanding the above, where work is of such a nature that Personnel as described in C2.1.3.5.2 above are capable of performing such work, it shall be remunerated at that level and not at the rates described in higher categories, irrespective of who in fact executed the work.

C2.1.3.5.5 Gross annual remuneration from categories in C2.1.3.5.2 above shall mean basic salary and guaranteed annual bonus; fringe benefits not included in basic salary; income benefit, as determined from time to time by the South African Revenue Services for income tax purposes, for the private use of a motor vehicle by the employer; employer's contribution to pension/provident fund, medical aid and group life assurance premiums; Compensation Fund and Unemployment Fund contributions, Metropolitan Council levies and any other statutory contributions or levies; all other costs and benefits as per conditions of appointment but excluding any share of profit and payment for overtime.

C2.1.3.5.6 The salaries referred to in C2.1.3.5.2 above can change from time to time, which will, therefore, change the rates applicable. These rates will, however, only be adjusted on the first day of each calendar year irrespective of any changes in salary ranges during the relevant year.

C2.1.3.6 Additional Services

C2.1.3.6.1 Additional Services pertaining to all Stages of the Project
Unless separately provided for hereunder and scheduled in the Activity Schedule, no separate payment shall be made for the additional services specified in C3.3.2.1. The cost of providing these services shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.6.2 Construction monitoring (**Does Not Apply to this Bid**)

The construction monitoring requirements are as specified in C3.3.2.2.

(a) If Level One, part time, monitoring has been specified then no separate payment shall be made for construction monitoring staff as specified in C3.3.2.2 (i)-(iii) or for the transport of the monitoring staff as specified in C3.3.2.2 (iv). The cost of providing construction monitoring staff and transport shall be deemed to be included in the value based fee tendered for normal services.

(b) If Level Two or Three (full time), monitoring has been specified then provision shall be made in the Activity Schedule for the envisaged site staffing requirements as specified in C3.3.2.2 (i)-(iii). The unit of measure shall be the rate per calendar **month** (*pro rata* for part of a month). Payment shall only be applicable for the period actually established on site and shall in no instance be prior to the date of official handover of the Works to the Contractor or after the date of issue of the Certificate of Completion for the Works contract. The rates tendered for the relevant site staff shall include full compensation for all costs including, inter alia, the following:

- Salary
- Additional allowances
- Bonuses
- Leave and sick leave
- All company contributions such as provident fund, group life benefits, medical aid etc.
- Levies
- Office equipment as set out in C3.3.2.2 (iii)
- Relocation cost and accommodation
- Travelling
- Handling cost and profit.

Payment for personnel shall exclude any periods of leave or sick leave. **Time sheets** for staff shall be included in the monthly fee account submitted to the Employer for payment. Replacement of staff as a result of any extended period of leave or sick leave outside of the normal contractor's year end break shall be to the approval of the Employer.

No separate payment shall be made for the transport of the construction monitoring staff as specified in C3.3.2.2 (iv) and the cost of the transport shall be deemed to be included in the monthly rate tendered for the provision of the staff.

C2.1.3.6.3 Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
No separate payment shall be made for the service specified in C3.3.2.3. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.6.4 Quality Assurance System
No separate payment shall be made for the implementation of a quality management system as specified in C3.3.2.4. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.6.5 Lead Consulting Engineer
No separate payment shall be made for assuming the leadership of an Employer specified joint venture, consortium or team of consulting engineers as specified in C3.3.2.5. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.6.6 Principal Agent of the Client
No separate payment shall be made for assuming the role of principal agent of the Employer if specified in C3.3.2.6. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.6.7 Environmental Impact Assessment
No separate payment shall be made for the service specified in C3.3.3.1. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.6.8 Other unspecified services
The Employer may order duties that fall outside the scope of the project as tendered. Such additional duties may involve, but not limited to:

- Additional design requirements
- Evaluation of alternative tenders
- Additional investigations during the Defects and Liability Period
- Diverse other services

Any such additional services that may be required will be remunerated on a Time Basis as set out in C2.1.3.5. The level of expertise necessary for any such additional work shall be concomitant with the issues to be addressed. The category of personnel necessary to undertake the work shall be approved by the Employer. Any additional identified service shall be fully scheduled and submitted to the Employer for approval prior to the commencement thereof.

C2.1.4 Time based fees (Applies to this Bid)

C2.1.4.1 Fees for work done under a time-based fee
Where time based fees are payable (if basis of remuneration has been set at "time basis" according to C2.1.1.1), the principles as described in clauses 4.4 (1), (2) and (3) of the ECSA - Scope of Engineering Services and Tariff of Fees, excepting that the rates referred to in clause 4.4 (3) shall be replaced by the various rates per hour tendered for the various categories in C2.2.3 Activity Schedule for Time Based Fees, column (e). These various rates will annually be adjusted for inflation as determined by clause3.16.2 of the Contract, as amended in the Contract Data in C1.2.2. The time based rates applicable at the time of the execution of the work, as adjusted from time to time, may be claimed.

C2.1.4.2 The various categories referred to in C2.2.3 Activity Schedule for Time Based Fees, are the categories described in clauses 4.4 (2) of the ECSA - Scope of Engineering Services and Tariff of Fees.

C2.1.4.3 Work will be remunerated for at the category level in which it falls as defined in C2.1.4.2 above, irrespective of whether the person who in fact had executed the work functions at a higher category of responsibility and competence.

C2.1.5 Set off
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.

C2.1.6 Typing, printing and duplicating work and forwarding charges

C2.1.6.1 Reimbursable rates
The costs of typing, printing and duplicating work in connection with the documentation which must of necessity be done, except those which must in terms of the relevant Manual or other instructions be provided free of charge, shall be reimbursable at rates applicable at the time of the execution of such work.

C2.1.6.2 Typing and duplicating
If the Service Provider cannot undertake the work himself, he may have it done by another service provider which specialises in this type of work, and he shall be paid the actual costs incurred upon submission of statements and receipts which have been endorsed by him confirming that the tariff is the most economical for the locality concerned.

If the Service Provider undertakes the work himself, he shall be paid in respect of actual expenses incurred ".

Typing and duplicating expenses shall only be refunded in respect of the final copies of the following documents namely formal reports, formal soil investigation reports, specifications, feasibility reports, bills of quantities, material lists, minutes of site meetings and final accounts. The cost of printed hard covers shall only be paid in respect of documents which will be made available to the public such as bills of quantities and specifications or where provision of hard covers is specifically approved.

The typing of correspondence, appendices and covering letters are deemed to be included in the value based fees and time based fees paid.

C2.1.6.3 Drawing duplication
(a) For drawing duplication, the standard rate as set out in provisions as in (b) or (c) below.

(b) If the Service Provider undertakes the duplication of drawings, using his own duplication equipment, he shall be paid the actual cost incurred on condition that it is not higher than the lowest of three quotations of local firms doing drawing duplication in his locality. Such quotations must accompany his account.

(c) If the Service Provider does not undertake his own drawing duplication, he shall be paid the lowest of three quotations of local firms doing plan printing in his locality. Such quotations must accompany his account.

(d) Should there not be three firms doing drawing duplication in his locality, it must be mentioned on his account and the available quotation(s) must then accompany the account.

(The cost of providing all polyester negative prints required to form part of the original set of drawings, as-built drawings including computer assisted drawing records for all facets/disciplines involved in the project are included in the tendered fees and will not be reimbursed separately.)

C2.1.6.4 Forwarding charges

(a) Only the charges in respect of the forwarding of parcels by courier or air freight on special request by the Employer will be refunded, provided that such charges will not be refunded if the request had been made as a result of a delay caused by the Service Provider.

(b) The cost of postage, facsimile transmissions, telephone calls, e-mails, etc, is deemed to be included in the value based fees and time based fees paid.

C2.1.7 Travelling and subsistence arrangements and tariffs of charges

Notwithstanding the ruling in C2.1.2.4 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 under C2.1.7.1 to C2.1.7.5 herein.

C2.1.7.1 General

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.

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.

Where journeys and resultant costs are in the Employer's opinion related to a Service Provider's mal-performance 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.

C2.1.7.2 Travelling time

Fees are payable for travelling time at the tariff, as set out in C2.1.3.5 Time charges for work done under a value based fee. Travelling time will be fully reimbursed.

C2.1.7.3 Travelling costs

Travelling costs will be refunded for the full distance covered per return trip measured from the office of the Service Provider appointed.

Compensation for the use of private motor transport will be in accordance with the Government tariff for the relevant engine swept volume, up to a maximum of 3000 cubic centimetres, prescribed from time to time and as set out by the National Department of Transport".

C2.1.7.4 Hired vehicles

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 track or minibus to accommodate more people), prior approval in writing must be obtained from the MMSEZ project manager.

C2.1.7.5 Subsistence allowance

The subsistence allowances shall be that which is applicable to the Employer

Only actual costs are payable in respect of absence from office of less than 24 hours.

Should the daily tariff be inadequate, substantiated actual costs plus a special daily allowance for incidental expenses, may be claimed. Accommodation should be limited to the equivalent of a three star hotel and no alcoholic beverages or entertainment costs may be claimed for.

C2.2 Activity Schedule

C2.2.1 Activities

C2.2.1.1 The services are as defined in the C3 Scope of Services are required. The activity schedule below lists the normal services as defined in the ECSA Scope of Engineering Services and Tariff of Fees,(appendix A), clause 3 and as further defined in C3 Scope of Services, as well as additional services as defined in C3 Scope of Services, of this document. (The clause references refer to the corresponding clauses in the ECSA Scope of Engineering Services and Tariff of Fees.)

C2.2.1.2 The estimated normal fees have been calculated using the ECSA Scope of Engineering Services and Tariff of Fees, (appendix A), by applying the applicable fee scale given in clause 4.2.1 (1)-(2) for an engineering project or clause 4.2.2 (1) for a multi-disciplinary project, to determine the basic fee and by multiplying the basic fee by the applicable multiplication factor given in clause 4.2.1 (4) or clause 4.2.2 (2) respectively. The **cost of the works** and the values used to determine the multiplication factors are defined in C 3.2.2.3.

No allowance has been made in the estimated normal fees below for the additional services in C2.1.3.6 that have been specified to be included in the normal fees. The tenderer shall make provision for the cost of the additional services that are to be included under normal services by adjusting the percentage tendered in column (b).

C2.2.1.3 The services are to be provided in stages and the proportioning of the fee for normal services over the various stages shall be as set out in the ECSA Scope of Engineering Services and Tariff of Fees, (appendix A), clause 4.2.8.

C2.2.1.4 The tenderer must make provision for all activities necessary for the execution of the service as set out in C3 Scope of Services.

C2.2.3 Activity Schedule for Time Based Fees

ACTIVITY SCHEDULE FOR TIME BASED FEES

(Only to be completed if remuneration is stipulated as on a "time basis" in C2.1.1.1 herein.)

Tenderer's Rates for Time Based Fees

Category as defined in C2.1.4.2	(c) **Tenderer's rates for Time Based Fees**	X	(d) Estimated hours for each category	(c)x(d) **Financial Offer by Tenderer for Time Based Fees**
A. Preliminary Activities:				
A1. Initiation Processes				
Category B	**R**	X	**40** h	= R (1)
Category C	**R**	X	**120** h	= R (2)
A2. Review of Documents and Information (Including MMSEZ Masterplan, MMSEZ Waste Water and Water Project, Vhembe District Municipality Water Provision and Expnasion Plans, DWS Regional Water Supply Plans etc.)				
Category B	**R**	X	**160** h	= R (3)
Category C	**R**	X	**480** h	= R (4)
B. Site Work:				
B1. Inspections and Measurements				
Category B	**R**	X	**40** h	= R (5)
Category C	**R**	X	**120** h	= R (6)
C. Compilation of Reports				
C1. Reporting: (Water Scheme Report with Phases, Cost estimates, Obtaining Comments From WSA and CMA and DWS)(NB: These hours include meetings and consultation with client and stakeholders. NB: No separate payments shall be made for meetings)				
Category B	**R**	X	**240** h	= R (7)
Category C	**R**	X	**1 920** h	= R (8)
D. Additional Services				
As direct sub-consultant, to be appointed by the Service Provider, for: **Engineering Survey** of the site identified in C3.2.2.2, including benchmark height, contours, existing structures / services / topographical detail and verification of corner peg	Lump sum	-	-	= R (9)
As direct sub-consultant, to be appointed by the Service Provider, for: **Environmental Services** of the site identified in C3.2.2.2,	Lump Sum	-	-	= R (10)

Sub-total Additional Services	R	(11)
Total Time-based Fees(Sum of 1 to 8 plus 11)		(12)
Add VAT @ 15%	R	(13)
TOTAL FINANCIAL OFFER FOR TIME BASED FEES(13+14)	**R**	(14)

NOTE: 1. Total Financial Offer for Time Based Fees, (15) above, **must be carried over to C1.1 Form of Offer and Acceptance**, if this tender is for time-based fees. Failure to carry this over to the Form of Offer and Acceptance **may render the tender non-responsive**.

2. Remuneration for time-based appointments will be calculated as determined in C2.1.2 (i.e. for each level: the actual number of hours multiplied by the tendered rates in (c) above). In terms of C2.1.2.4, time spent on travelling, as well as any other travel related expenses (such as travelling costs and subsistence allowances) will not be remunerated – except as provided for in C2.1.7.

C3 SCOPE OF SERVICES

C3.1 Employer's objectives

This tender is for:

A Service Provider performing **specialist civil engineering work**

C3.2 Description of the Services

C3.2.1 Services

Specific services required are set out in Section C3.3 Extent of Services

Where a quantity surveyor is included in the project team on a multi-disciplinary project, the quantity surveyor will compile bills of quantities for all work ("all work" shall include *inter alia* electrical, mechanical and any other engineering work).

C3.2.2 Project description

APPOINTMENT OF A PROFESSIONAL CIVIL ENGINEERING SERVICE PROVIDER TO COMPILE DETAILED WATER SCHEME REPORT FOR THE MMSEZ NORTH SITE

C3.2.2.1 Scope

The scope of service in this project entails:

(a) Conducting a Desktop Study on Water Sources (Current and future) around the MMSEZ North Site
(b) Consultation with Relevant Stakeholders, which shall include the DWS, LOCMA, VDM, Appointed Water Services PSPs and MLM as a minimum
(c) Obtain Comments from all Stakeholders including DWS, LOMA, DWS and MLM
(d) Produce a Comprehensive and Complete Water Scheme Report for the Site

C3.2.2.2 Location of the Project
The project will be located in the Phase 1 of the MMSEZ North Site located on the Antonvilla site in Musina

C3.2.2.3 Project Cost Estimate (**This clause is not applicable**)
The Cost Estimate for Construction is **R0** which will be used as the basis for calculating value-based fees

C3.2.2.4 Project Programme
The project programme will be as outlined in the approved project baseline plan

C3.2.2.5 Information available from Employer
The employer will provide all information that will enable the PSP to execute the full scope of appointed services. This will include the General Masterplan for the Site and other input designs by other PSP working on the same site.

C3.2.2.6 Other Contracts on Site
There will be other Contracts operating on the same Site which will require integration and consultation with other appointed PSPs. The PSP will be expected to consult with these PSP extensively.

C3.2.2.7 Reporting Requirements and Approval Procedure
The PSP will report directly to the MMSEZ PM. The PSP will be required to attain approval for all critical stages as contained in the scope management document and in accordance with the MMSEZ delegation.

C3.2.2.8 Labour-Intensive Works

(a) The Service Provider shall not perform any significant portion of a project involving labour-intensive works under the direction of a staff member who has not completed the NQF level 7 unit standard "Develop and Promote Labour-Intensive Construction Strategies" or equivalent QCTO qualifications (See Appendix C of the Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)).

(b) The staff member of the Service Provider who is responsible for the administration of any works contract involving labour-intensive works must have completed the NQF level 5 unit standard "Manage Labour-Intensive Construction Projects" or equivalent QCTO qualifications (See Appendix C of the Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)).

The Service Provider must provide the Employer with satisfactory evidence (e.g. letter of competency) that staff members satisfy the requirements of (a) and (b) above.

(c) The Service Provider must design and implement the construction/maintenance works in accordance with the latest version (download at www.epwp.gov.za) of the Guidelines for the Implementation of the Labour-Intensive Projects under the Expanded Public Works Programme (EPWP) published by the Department of Public Works and Infrastructure. The Service Provider must sign the undertaking (Appendix E of the Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)) confirming they have complied with EPWP requirements at design and implementation stages.

(d) The Service Provider shall, for monitoring purposes, keep monthly records and transmit to the Employer data on the following indicators with regard to the Project:
- Project budget and planned output according to EPWP requirements
- Actual Project Expenditure and actual output according to EPWP requirements
- Planned and achieved labour intensity
- Number of work opportunities created
- Demographics of workers employed (disaggregated by women, youth and persons with disabilities)
- Wage rate earned on project
- Number of person-days of employment created
- Copies of Identity documents of workers
- Number of persons who have attended training including the nature and duration of training provided
- Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M & E Framework
- Services provided or delivered in accordance with indicators in the EPWP M & E Framework

(e) The values for the indicators shall be submitted to the Employer according to agreed time frames on the prescribed reporting template obtainable from www.epwp.gov.za.

(f) The Service Provider shall, before certifying a contractor's payment certificate, ensure that the contractor has submitted labour information in a format and timeframe specified by the Employer. If the information submitted by the contractor is inadequate the Service Provider shall not submit the payment certificate to the Employer for payment of the relevant outputs.

(g) The Service Provider shall certify that the works have been completed in accordance with the requirements of the Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) and the Contract:
- whenever a payment certificate is presented to the Employer for payment; and
- immediately after the issuing of a practical completion certificate that signifies that the whole of the works have reached a state of readiness for occupation or use for the purposes intended although some minor work may be outstanding.

C3.3 Extent of the Services

The following services are required:

C3.3.1 Normal Services :

(a) Conducting a Desktop Study on Water Sources (Current and future) around the MMSEZ North Site
(b) Consultation with Relevant Stakeholders, which shall include the DWS, LOCMA, VDM, Appointed Water Services PSPs and MLM as a minimum
(c) Obtain Comments from all Stakeholders including DWS, LOMA, DWS and MLM
(d) Produce a Comprehensive and Complete Water Scheme Report for the Site

C3.3.2 Additional Services (clause 3.3) including:

C3.3.2.1 Clause 3.3.1 Additional Services pertaining to all Stages of the Project
The applicable Additional Services which should be provided throughout the entire project lifecycle are as indicated below. These additional services are provided for in the Activity Schedule and the costs provided are all inclusive of all services associated with those services at any phase of the project life cycle. The additional services will only be claimed if they are performed. **If they are not performed the PSP shall not be entitled to claim against them**.

(a) Engineering Survey
(b) Environmental Services

C3.3.2.2 Clause 3.3.2 Construction Monitoring (**This Clause is not Applicable to this Project**)

(i) General
The consultant must make available construction monitoring staff for **XXXXXX** monitoring. Remuneration of this service is as contained in the pricing data and as aligned with the ECSA guidelines in Appendix A.

The competence and experience of the tenderer's proposed site personnel shall be an integral part of the Employer's tender evaluation process. On acceptance of their tender by the Employer, the Service Provider shall not be permitted to offer alternative core personnel unless such alternative offer is as a result of a *bona fide* unforeseen circumstance. In such an event, the Employer shall only accept alternative personnel possessing at least similar qualifications and experience to those persons proposed in the tender.

The Employer shall be entitled to instruct the Service Provider to remove from the Works any person employed by the Service Provider on or about the execution of the Works who, in the opinion of the Employer, misconducts himself or is incompetent or negligent in the proper performance of his duties, or whose presence on site is otherwise considered by the Employer, on reasonable grounds, to be undesirable.

(ii) Accommodation
Appropriate housing for the site staff shall be provided by the Service Provider. Site staff shall be housed as near to the location of the Works as may be practically possible. No separate payment will be made for the accommodation of site staff and rates tendered for the relevant site staff shall include full compensation for all accommodation costs.

(iii) Establishment of site office
Provision and maintenance of a site office building, all related services and supply of office furniture will be made under the Works Contract. The Service Provider shall however provide all office equipment and incidentals required for carrying out administration, supervision and inspection of the Works and shall include:

a) Cell phones, including rental and call charges.
b) All safety equipment for supervisory staff in accordance with the OHS requirements (e.g. safety jackets, boots, etc).
c) All equipment including copier rental, fax machine, consumables, stationary, digital camera, etc.
d) All necessary computer hardware, software, printers and modems and associated consumables.
e) Any other items necessary for the capture of all relevant data required for administrating the contract and reporting to the Employer.

One landline, including rental and call costs for work related office and fax usage shall be provided through the Works Contract.

(iv) Transport for site staff
The Service Provider shall provide sufficient appropriate vehicles on site for site staff.

C3.3.2.3 Clause 3.3.3 Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
The Employer shall appoint a Service Provider under a separate contract as its "agent" as contemplated in the Construction Regulations to the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

The Service Provider under this contract shall however make provision for the incorporation of the Occupational Health and Safety specifications, compiled by others, in the tender documentation, if applicable.

It is a firm requirement that in the designs, planning and supervision of the execution of the work done under the contract resulting from this tender, all applicable regulations and stipulations under OH&SA, (Act 85 of 1993) including regulations and codes of practice etc are complied with and that the final product shall be in full compliance with said legislation, standards, etc.

Furthermore, the Service Provider shall be fully responsible for the compliance of his operation, equipment as well as staff and persons under his supervision on site whether by invitation instruction or otherwise and regardless of the capacity, purpose and relationship of any such persons to the appointment, to all aspects of all applicable regulations and stipulations under OH&SA, (Act 85 of 1993).

C3.3.3 Additional Services (Other)

C3.3.3.1 Environmental Impact Assessment

The Service Provider is required to lodge an application on behalf of the Employer in compliance with the Environmental Impact Assessment Regulations: Regulations 1182 and 1183 of the Environmental Conservation Act, 1989 (Act 73 of 1989) for the proposed construction of the project. The Service Provider is furthermore required to compile a specification setting out the minimum requirements regarding the Environmental Management Plan (EMP) for the construction process, evaluate and approve the contractors EMP, and monitor his adherence thereto.

C3.3.3.2 The Employer may order duties that fall outside the scope of the project as tendered. Any such additional services that may be required will be remunerated as set out in the Pricing Data.

C3.4 Use of reasonable skill and care

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:

Although the Service Provider's documents may be scrutinised by the Employer, this shall in no way relieve him of his professional responsibility for the proper and prompt execution of his duties. The Employer shall also be entitled to have any documentation or calculations verified by Others. In the event of malperformance, default or negligence, the Employer shall have the right to claim compensation or damages and set off such against any amount payable.

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.

The MMSEZ project manager 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.

C3.5 Co-operation with other services providers

It will be required of the Service Provider to co-operate with the following:

C3.5.1 Service Providers
Service Providers from the following professions are/will be appointed on the Project to form the professional team:

All service providers appointed on the project and other associated projects taking place on the same site as may from time to time be deemed necessary.

The required professional services will be executed by the professional team under the control and management of the designated MMSEZ project manager who, at the time of invitation to perform professional services, will be the person mentioned in T1.1.6. The Employer reserves the right to replace the mentioned MMSEZ project manager with another member of its staff or any individual/firm from the private sector should it be deemed necessary at any stage during the execution of the Project.

C3.5.2 Other role players
Local, provincial and national authorities, statutory bodies, governmental departments, Others, as may be required from time to time.

C3.6 Brief

C3.6.1 Target dates and times
The Service Provider will be expected throughout to give preference to the execution of the work involved in this commission.

The work of all Service Providers will be co-ordinated by the principal agent. All work is to be performed by the persons listed as Key Persons and persons under their supervision and further be executed as described in the Programme according to clause 3.15 of the Contract Data (and/or PEP according to the same clause, if applicable).

During the construction phase of the Project it will be expected of the principal agent to obtain a construction programme from the main contractor to continuously monitor his progress against that programme for compliance and to take whichever steps have been described in the relevant manual and the Working Guideline for Project Managers. This should be done in collaboration with the rest of the professional team, should the progress not be according to the said programme.

C3.6.2 Reporting requirements
Notwithstanding any other requirements as listed elsewhere, the Service Provider shall submit a monthly report indicating progress of the Services.

C3.6.3 Local content
It is the policy of the Employer to give preference to materials and equipment of South African manufacture. The Service Provider is to ensure that, wherever feasible, designs are based on locally manufactured equipment and materials which can meet requirements at competitive prices.

C3.6.4 Design innovation
Given the need for energy efficiency and environmental sustainability in the built environment, each member of the professional team, is required, wherever possible and applicable, to demonstrate design innovation in all aspects of the Service towards “green” design solutions. Aspects to be considered and incorporated in all new building and/or maintenance designs are, *inter alia* but not limited to,

(a) sustainable development
e.g. in building form, material choice, construction detailing and methods, recycling ability;
(b) energy efficiency
e.g.
(i) passive design methods towards energy conservation and consumption: building orientation, exploitation of nature’s inherent energy sources),

(ii) energy efficient solutions and installations for lighting, ventilation, cooling, heating, etc. (e.g. energy efficient light fittings),
(iii) alternative or renewable energy sources where practical/feasible/economical;

(c) water conservation/saving/re-use methods; and
(d) environmental friendliness (e.g. respect for natural habitat, blending of building with site/ environment/surrounding fabric, positioning of buildings, consideration of neighbouring sites' access to sun, wind, view, etc).

C3.6.5 Final disposal of documents

Upon approval and finalisation of the final account of projects requiring a security clearance, it is a requirement that the Service Provider forward to the Employer all documents relating to this service. The same may also be requested on projects not requiring a security clearance.

C3.7 Applicable legislation and standards

This section applies to legislation emanating from national and provincial governments as well as that of any local authorities in whose area of jurisdiction the subject of the appointment falls and which has a bearing on the activities and facilities under this appointment.

All the applicable legislation, which do not specifically allow discretion in respect of compliance by the State, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary. (Refer *inter alia* to Section 41 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)).

Should any applicable legislation allow discretion in respect of compliance by the State, it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the appointed professional team by the MMSEZ project manager.

The Service Provider undertakes to ensure that his actions and outcome thereof including, but not limited to, the facilities to be affected by the Service shall be in accordance with all relevant legislation and upon delivery, will function as required by said relevant legislation. The Service Provider's actions and the outcome thereof will in no way be detrimental to the health and safety of the occupants or persons present therein or in the vicinity thereof. Similarly it must not be detrimental to any aspects of the environment in its structure or operation if operated as specified in operation manual(s). The relevant legislation meant herein, as amended, consist of *inter alia* the following, but not limited to:

- Atmospheric Pollution Prevention Act, 1965 (Act 45 of 1965);
- Construction Industry Development Board Act, 2000 (Act 38 of 2000);
- Council for the Built Environment Act, 2000 (Act 43 of 2000);
- Electricity Act, 1987 (Act 41 of 1987);
- Engineering Profession Act, 2000 (Act 46 of 2000);
- Environmental Conservation Act, 1989 (Act 73 of 1989);
- Fire Brigade Services Act, 1987 (Act 99 of 1987);
- Local Government Municipal Systems Act, 2000 (Act 32 of 2000), municipal by-laws and any special requirements of the local service supply authority;
- National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977);
- National Environmental Management Act, 1998 (Act 107 of 1998);
- National Heritage Resources Act, 1999 (Act 25 of 1999);
- National Water Act, 1998 (Act 36 of 1998);
- Occupational Health and Safety Act, 1993 (Act 85 of 1993);
- Telecommunications Act, 1996 (Act 103 of 1996);
- Water Services Act, 1997 (Act 108 of 1997) and general authorizations;
- the latest issue of SANS 10142: "Code of Practice for the Wiring of Premises";
- the Regulations of the local Gas Board, where applicable and
- all regulations promulgated under the above Acts.

Although the more salient legislation has been referred to above, the *onus* remains on the Service Provider to adhere to, and apply, any and all Acts and/or Regulations not specifically mentioned in the list above but which will have an effect on the Project.

This will be a continuous process throughout the appointment, which will manifest itself during the following phases:

- development of plans and documentation;
- supervision of any Service Providers under the appointment;
- ensuring compliance of the end product;
- compiling and issuing of Instruction/Operational Manuals indicating *inter alia* what the legal and safety requirements entail for the user(s)/operator(s) of the facilities;
- providing instruction to the intended users/operators.

The Service Provider accepts full and complete responsibility (both contractually and/or in delict) regarding compliance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) for his acts and omissions as well as those of his employees and indemnifies the Employer against any legal action in this regard.

The Service provider undertakes to ensure that the requirements of the Occupational Health and Safety Act, 1993 will similarly apply to the agreement with any sub service providers inclusive of indemnifying the Employer against any legal action regarding the actions and/or omissions by them.

C3.9 Access to land/buildings/sites

Access to the land/buildings/sites shall be negotiated in consultation with the MMSEZ project manager.

C3.10 Software application for programming

The Service Provider must avail himself of software to be used in the Project documentation for compatibility with other Service Providers as well as the Employer. Specific requirements for compatibility are specified in the relevant manuals.

C3.11 Security clearance

It is an explicit condition of this agreement that partners, directors and/or the members of staff who will have insight into the planning of projects requiring security clearance, be kept to a minimum and that such persons will not object to being submitted to a security clearance, if the Employer so requires.

If the latter is applicable, the necessary forms will accompany this tender or be provided to the Service Provider at any stage thereafter. These forms must be completed, if attached, and returned with the tender. It is important to furnish information which is complete in every respect.

Should the authority responsible for the clearance, for security reasons not be satisfied with the classification obtained of any of the staff members of the Service Provider, it will be a further condition of this appointment that none of such staff members be involved with any aspect of the Project.

All documents pertaining to these projects must be stored in a safe place when not in use so as to ensure that the level of security of the projects is maintained.

The Employer will not accept liability for any costs in this regard.

FINGER PRINTS (except Defence projects)
Persons of whom security clearance is required can obtain a finger print form SAP 91(a) from any police station. Kindly ensure that the police official responsible for taking the finger prints certifies the form since non-certification will result in the form being unacceptable.

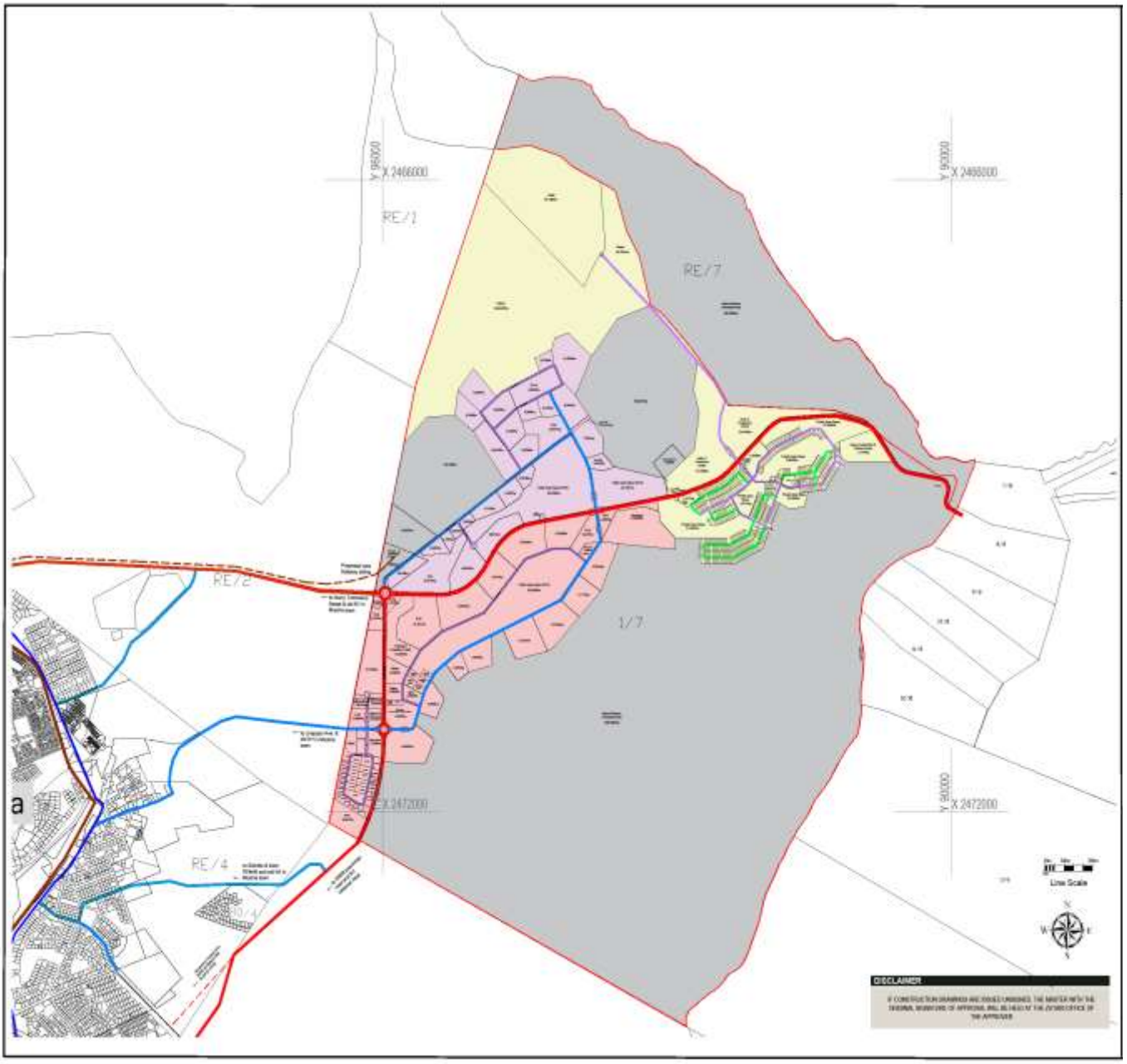
C3.12 Forms for contract administration

All forms required during contract administration, called are available from the Employer. The agreement and conditions of contract to be entered into with the main contractor shall be the most recent version of the JBCC, if it is a multi-disciplinary building contract, or GCC, if it is an engineering contract, **as approved and in use by the Musina-Makhado Special Economic Zone.**

C3.13 Condition to accept unregistered persons with suitable built environment qualifications on secondment

It is an express term of the contract that the Service Provider, after award of tender, accept unregistered, suitably qualified (built environment) persons from the MMSEZ in his office for the purpose of exposing the latter to the full extent of professional work, or as may be required according to specific circumstances, in order to gain experience which can be presented to the relevant Council for consideration towards professional registration. The secondment of such unregistered persons will be negotiated with the Service Provider in terms of numbers, periods of training and extent of professional work opportunity to be afforded. The conditions of secondment will be the subject of a separate Memorandum of Understanding between the Service Provider and the MMSEZ which will serve as an annexure hereto. Any secondment arrangements will cease upon the professional registration of the seconded person or as agreed on and so included in the aforesaid Memorandum of Understanding. The responsibility for salaries of seconded persons will remain with the Employer, but responsibility for operational expenses, necessary for the execution of the work, will vest with the Service Provider, all of which will be dealt with in the Memorandum of Understanding.

C4: SITE INFORMATION



Appendix A: 2025 ECSA SCOPE OF SERVICES AND TARRIFS OF FEES

BOARD NOTICE 783 OF 2025

Appendix B : Musina-Makhado SEZ Northern Antonvilla site: Internal Site Engineering Master Plan