

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE LIMPOPO ECONOMIC DEVELOPMENT AGENCY					
BID NUMBER:	FTSEZ/2022/23-3	CLOSING DATE:	25 NOVEMBER 2022	CLOSING TIME:	11H00
DESCRIPTION	INVITATION TO BUILT ENVIRONMENT PROFESSIONALS FOR THE ESTABLISHMENT OF A PANEL OF CONSULTANTS FOR THE FETAKGOMO TUBATSE SPECIAL ECONOMIC ZONE FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Limpopo Economic Development Agency					
Enterprise Development House					
Main Road, Lebowakgomo					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	EMILY MARISHANE		CONTACT PERSON	MODIEGI MPHAHLELE	
TELEPHONE NUMBER	015 633 4700		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Emily.marishane@lieda.co.za		E-MAIL ADDRESS	modiegi.mphahlele@lieda.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 DATABASE No:	SUPPLIER
					MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, 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 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:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 Preference points for this bid shall be awarded for:

- (a) functionality; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
FUNCTIONALITY	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.3 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.4 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) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;

(h) “**proof of B-BBEE status level of contributor**” means:

- 1) B-BBEE Status level certificate issued by an authorized body or person;
- 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. BID DECLARATION

3.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

4. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

4.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

5. SUB-CONTRACTING

5.1 Will any portion of the contract be sub-contracted?

(**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

6. **DECLARATION WITH REGARD TO COMPANY/FIRM**

6.1 Name of company/firm:.....

6.2 VAT registration number:.....

6.3 Company registration number.....

6.4 **TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

6.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....
.....
.....
.....

6.6 **COMPANY CLASSIFICATION**

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

6.7 Total number of years the company/firm has been in business:.....

6.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

PRICING DATA

Pricing Instructions

There are no prices at this stage, service providers will be requested to price when there is specific project to be done.

Although government gazetted rates will apply, pricing may be a factor in determining the suitability of the proposal regarding the services to be provided.

SPECIFICATION FOR

INVITATION TO BUILT ENVIRONMENT PROFESSIONALS FOR THE ESTABLISHMENT OF A PANEL OF CONSULTANTS FOR THE FETAKGOMO TUBATSE SPECIAL ECONOMIC ZONE FOR A PERIOD OF 36 MONTHS

CLOSING DATE : 25 NOVEMBER 2022

CLOSING TIME : 11H00

Discipline/Profession	Tick Specific One
Quantity Surveyor	
Architects	
Civil Engineer	
Structural Engineer	
Mechanical Engineer	
Electrical Engineer	
Consulting Project Managers	
Town and Regional Planners	
Geologist	
Surveyors	
Geo Hydrologist	
Landscape Architect	
ICT Infrastructure and connectivity	
Information software	
Occupational Health and Safety Agents/ Managers	
Environmental Compliance Agents/Managers	
Social Facilitator	

Packaged proposals to render more than two services will not be accepted, and failure to adhere to this will automatically disqualify the bidders.

Name of company:.....

CSD Registration no :.....

Registered Director/Owner & Pr No:.....

Professional Council :.....

Tel:

Email Address:

1. INTRODUCTION

1.1. SPECIAL ECONOMIC ZONES IN SOUTH AFRICA

The South African Government seeks to transform the economy into a globally competitive industrial economy, built on the full potential of all citizens and regions. The National Development Programme (NDP) outlines a long-term development path towards a prosperous and successful economy characterised by high levels of economic growth, employment generation and an equitable society. Both the New Growth Path (NGP) and the Industrial Policy Action Plan (IPAP) outline Government's industrial agenda, the critical jobs drivers, prioritised industrial sectors and a range of interventions required to accelerate economic growth, create jobs and fight poverty and under-development.

SEZs are being introduced as a tool to:

- Promote industrial agglomeration;
- Build the required industrial infrastructure;
- Promote coordinated planning among key government agencies and the private sector; and
- Use the zones to guide the deployment of other necessary development tools. As industrial and economic development tools, SEZs only work over the long-term and are not suitable as short-term interventions.

1.2. THE TUBATSE SEZ

The Limpopo Province, despite its historical underdevelopment, is potentially the major contributor to the sustainable competitiveness and growth of the South African economy. Due to its geographical location in bordering three SADC countries, it is in a position of enhancing regional integration and further enabling entry into the important continental markets as well as minimising the disadvantages of being a land logged province through opening commercial routes to the ports in the neighbouring Mozambique and Tanzania thus improving trade efficiency. Since 1995 there has also been an impressive growth in the province's contribution to the national economy.

The cluster based Limpopo Development Plan which is aligned with the National Development Plan aims to build competitive industrial clusters that are hinged on the basic endowments of the province. The Tubatse Special Economic Zone therefor constitutes an important milestone in the planned Platinum and Chrome Cluster and Spatial Development Initiative that has yielded positive growth over the years in creating a demand base for mining input supplies as a result of the growth in the mining sector in the area.

The demand for the mining inputs supplies and growth in the mining sector's contribution to the Provincial economy created an opportunity for large scale industrialisation for both the manufacturing of mining and agricultural inputs and the beneficiation of mining outputs. The province and the Tubatse area is in need of economic diversification to create stability

and optimise the use of resources. The provincial government, had early in the new democratic dispensation and through partnership with other government institutions and the private sector, agreed on the strategy that provided for a sound collaborative framework for the allocation of resources for development and consensus on targeted needs and areas for development thus increasing opportunities for optimum impact due to focused total effort.

The Limpopo Development Plan is an industrial cluster based growth strategy. The Tubatse SEZ is an industrial cluster initiative that falls within the planned Limpopo Platinum and Chrome cluster which has two components of industrial formations. At the upstream it involves the formation of the mining input supplies manufacturing industries and the downstream component involves the formation of the mineral beneficiation industries. The latter has high potential for contribution in the production of clean energy and thus contribution to sustainable development and good health.

The Tubatse Special Economic Zone will impact positively on more than a million people in the province due to improved economic activities within the Dilokong Spatial Economic Initiative as well as improving economic progress within other districts and municipalities. These economic activities will not only yield improvements of the wellbeing of the provincial citizens but will also contribute to the enhancement of requisite skills and of South Africa's role in regional integration.

Apart from its resources the area has been targeted to address the fact that despite its resources, development in this area has been lagging behind for many decades. Government has therefore targeted the development of the infrastructure in this region starting with developments such as the De Hoop Dam and road improvements to unlock the potential of this region.

2. BACKGROUND

Fetakgomo-Tubatse Special Economic Zone (FTSEZ) is in Steelpoort, Limpopo, under the local jurisdiction of Fetakgomo-Tubatse Local Municipality which falls within the Sekhukhune District. The Limpopo province is endowed with natural resources including Platinum Group Metals, coal, copper, gold, iron ore, phosphate etc. In the endeavour to continue developing and growing its economy, the province was selected as part of the broader industrialization strategy of the national government in a bid to enhance economic development. The planned SEZ is situated between two mining corridors i.e. Dilokong Platinum Corridor and the Steelpoort-Stoffberg Chrome Corridor, with the R 555 provincial road running through the property. The Tubatse Platinum SEZ is situated on portions of the farm Spitskop 333KT, measuring 1 780 ha in extent. The maps in the figure below depicts the site location nationally, within the municipality area as well as the outline of the property itself.

	Clusters	Projects	Products
Mineral Beneficiation	Platinum	Smelter and Refinery	Refined Platinum
	Chrome	Chrome Chemical plant, Ferrochrome	Chrome Chemicals Ferrochrome
	Vanadium	Vanadium Pentoxide plant,	Lithium & Redox Batteries
Mining Inputs Supply	Manufacturing, Assembling and Components	Assembling and Fabrication plant Electrical and electronics OHS Services	Mining equipment's and Components Roof bolts Off-road tyres Hydrogen fuel cell dozers
Energy	Green energy Fossil fuel	Solar Energy generation Pyrolysis Plant Oil Blending plant	Solar energy Diesel and gas Tyre carbon black lubricants
General Manufacturing	Chemical, Pharmaceutical, General Processing	Sweet sorghum processing plant Modular concrete slab manufacturing plant Water pipes manufacturing plant Heavy metal assembly plant PV modules manufacturing plant Yarn mill Torrefication plant	Ethanol and sugar Modular concrete products Pipes Mining equipment PV modules Protective clothing Charcoal

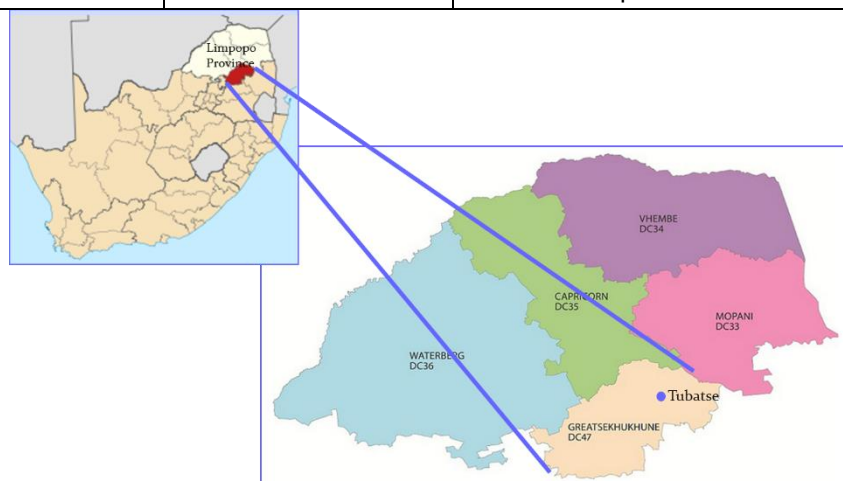


Figure 1: Location of Tubatse within Sekhukhune District, Limpopo Province

A Special Economic Zone (SEZ) is geographically selected within South Africa, designated for specifically targeted economic activities and supported through the establishment of a legal framework, SEZ Act no. 16 of 2015. The SEZ allows for a number of incentives, which ensures the SEZ's growth, revenue generation, job creation, Foreign Direct Investment (FDI) and international integration, collaboration and competitiveness.

The Fetakgomo-Tubatse SEZ will be a multi sectoral SEZ that focuses on but is not restricted to, mineral beneficiation, mining inputs, clean energy generation and general manufacturing, as indicated in the table below.

2.1. PROJECT LOCATION

The Tubatse SEZ will be located on portion 11 – 18; 20 – 23 and 28 of Farm Steelpoort 333 KT, which is along the R555 road, in the Fetakgomo-Tubatse Local Municipality (FTLM) in the Sekhukhune District (Figure 2). The central coordinates of the proposed area are (S24 48 04.5; E30 07 53.8)

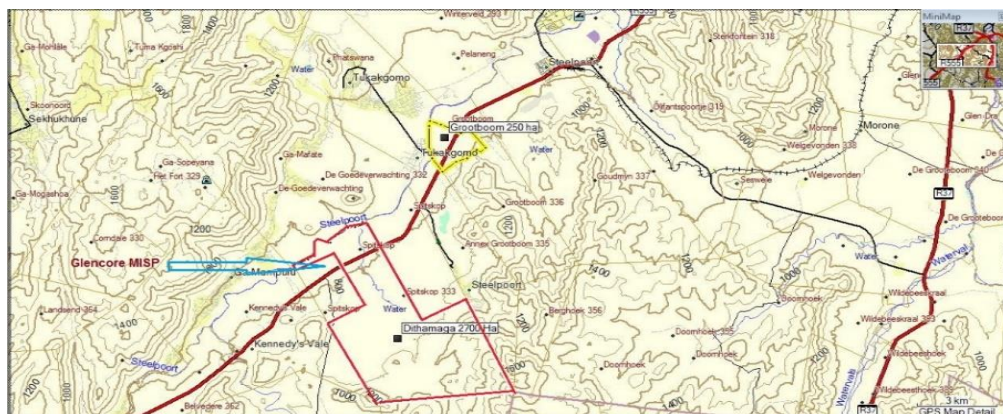


Figure 2: Location of Tubatse SEZ

3. OBJECTIVES

The broad objectives of this RFB include:

3.1 Services

The objective of this bid is to invite and appoint suitable Professional Service providers to form the panel of consultants for Fetakgomo Tubatse Special Economic Zones, in order to successfully design, and implement the construction administration and closeout of Infrastructure projects, i.e., Design, contract management and closing out project/s. The Services required shall generally be all **“Normal Services”** as defined in the Government Gazette/s for stages 1 to 6, unless otherwise reduced in writing.

The Service Provider shall be instructed by the Employer in writing to undertake specific assignments as additional services in terms of the contract as and when required during the contract

3.2 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:

- 3.2.1. Although the Service Provider's documents and recommendations may be scrutinized by the Employer, this shall in no way relieve him of his professional responsibility for the proper and prompt execution of his duties.
- 3.2.2. During assessment of any existing facilities, which may have a direct bearing on the assignment, the Service Provider shall determine deficiencies in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the SANS 10400, etc. and recommend measures to rectify them.

3.3 Compliances with standards and regulations

The implementation of works should be executed in compliance with:

- National building Regulations and Building Standard Act
- Relevant SANS Standards
- COLTO
- For electrical work, the PsP must be registered and accredited with ESKOM
- PW 371-B Construction Works: Specifications (Edition 2.2 December 2015) from DPWI
- COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020 from Department of Labour (DoL)

4 SCOPE OF WORK

- 4.1 The Service Provider shall provide **“NORMAL” professional services as detailed in the Government Gazette of each discipline, applicable to the required service** and any other services related to the scope of work in the built environment which may reasonably be required for the successful completion of an infrastructure delivery project / programme.
- 4.2 The Service Provider shall provide suitably qualified, experienced personnel to undertake assignments relating to the delivery of the project/s as set out below as and when required during the Period of Performance.
- 4.3 Whereby service providers are appointed for stages 1 to 6, they will be expected to perform all activities and submit all deliverables as described in the deliverables aligned to the Government Gazette.
- 4.4 The Professional Service Provider will be appointed for the duration of the project, which incorporates any necessary project related extensions. Service Providers are to note that once appointed, they will be expected to commence the work at possibly very short notices.
- 4.5 During assessment of any existing facilities, which may have a direct bearing on the assignment, the Service Provider shall determine deficiencies in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the SANS 10400, etc. and recommend measures to rectify them.

5. MANAGEMENT OF ASSIGNMENTS

- 5.1. Appointments for projects will be as and when required and will be dependent on project and budget availability. PSP will be classified according to their discipline and will be invited to respond to projects specific bidding for price in line with project scope, complexity, and value in accordance with the FTSEZ SCM Policy, National Treasury regulations and or PFMA regulations. A second appointment letter will be provided for actual allocation of works.
- 5.2. The panel for each category will constitute of a maximum of 15 Companies.

- 5.3. Packaged proposals to render more than two services will not be accepted, and failure to adhere to this will automatically disqualify the bidders.
- 5.4. Applicants are required to submit the separate proposals for any two (2) discipline they wish to be involved in provided they meet the required criteria.
- 5.5. If applicants chose to bid for more than one discipline, they are required to submit a document for each discipline they intend to bid for.
- 5.6. Upon allocation of works you will be required to submit a recent Professional Indemnity covering the allocated works or twice your estimated fees, whichever is the highest and conclusion of the applicable Client/ Consultant Agreement CIDB Standard Professional Services Contract 3rd Edition of CIDB document 1014 (or latest version at appointment), together with the FTSEZ addendums and any other special conditions of contract.
- 5.7. Upon allocation of works bidders are to ensure that the resources provided in this bid are available to undertake the work under stringent timeframes and If the personnel used during the bidding are no longer with the company The PSP is required to replace them with Resources of the same or higher qualifications.
- 5.8. Upon allocation of works the bidders are required to take cognizance of the role of the other professionals that might be involved on the project.
- 5.9. RFQ will be issued to all panel members who qualify for specific project and the service provider will be appointed based on the Cost proposal and BBBE level status, LEDA or its subsidiaries will request quotations from qualifying panel members for each project and the quotations must be fixed cost based on the hourly/unit rate and S&T (or lower rates) used in the response to this call for a panel of service providers.
- 5.10. LEDA will identify projects to appoint service providers which will be identified based on the relevant experience and skills for which the services providers qualify.
- 5.11. Quotations will be evaluated based on the lowest cost and the best BEE score per assignment and service providers will have 2 days to respond, unless stated otherwise. Upon a quotation being accepted a purchase order will be issued.
- 5.12. Service providers will be expected to be available within 3 days after receipt of a valid purchase order to start with the project. No work must be done without a valid purchase order. Tax Status must be compliant as at the date of the signing and/or issuing of the purchase order.

Upon allocation of works the FTSEZ reserves the right to ask bidders to replace or confirm the member/s of the proposed team if they do not meet the FTSEZ requirements.

6. BUSINESS REQUIREMENTS

Qualifications of the Team Leader

- 6.1. Professional Registered with any south African professional body with a qualification a B-Tech/BSc degree in built environment industry
- 6.2. Minimum of 10 years previous relevant experience and minimum 5 years post registration with the professional body.
- 6.3. Proof of experience and track record of work previously conducted, with signed reference letters.
- 6.4. Active member of any south African professional body that is relevant to respective discipline.

7. PREVIOUS EXPERIENCE

The Professional service provider should demonstrate the capacity to carry out all the requirements of the assignment. Extensive experience on related studies is important to be able to successfully carry out the study. Key skill areas include hydraulic OHS and modelling, Risk Assessment, Emergency Procedures, OHS Files, OHS assessment, Inspections, Formal Enquiries and Incidents.)

8. METHODOLOGY

The proposed methodology must clearly show the bidder understands the work. The methodology finally adopted will be set out in the approved inception report. Key milestone events and target dates must be given. Complementing this must be a resource schedule for personnel to be used.

9. REQUIREMENTS FROM SERVICE PROVIDERS

The Service Provider is required to furnish copies of the following additional documents (mandatory) for the company and all key resources to be assigned to the project as part of their Proposal:

- Company Profile detailing relevant areas of expertise.
- List of resources including qualifications/certifications and experience of each resource who is available to provide services.
- Certified copies of qualifications and/or memberships from team members reflecting the relevant skills and experience
- Registered on Central Supplier Database (CSD).

10. PROJECT DURATION

Service providers will be listed on the panel for a period of three (3) years starting from the date of signing the Master Services Agreement / Service Level Agreement. LEDA reserves the right to re-advertise certain categories in instances where listed service providers are no longer available. Based on the dynamic nature of the service categories, LEDA reserves the right to introduce new categories and/or services as and when required.

11. CONTRACTUAL ARRANGEMENTS

The successful bidders will enter into a Master Services Agreement / Service Level Agreement detailing the terms and conditions governing the relationship once the preferred panel of service providers has been selected.

12. EVALUATION OF PROPOSAL

12.1. Evaluation stage one: Administrative compliance

Compliance with administrative requirements as stated in the Standard Bidding Documents. In this evaluation stage, all bidders that fail to provide the required information and documentation will be disqualified from further evaluation:

Requirement	Comply/not comply	Disqualifying factor
Is the bidder tax compliant		No
BBBEE certificate or Original Sworn Affidavit		No
Is the bidder registered on the National Treasury Central Supplier Database (CSD)		Yes
SBD Documents signed by an authorized person from the company (attached proof)		Yes
All SBD documents completed and signed by authorized person from the company		Yes
Active membership certificate with relevant professional body per discipline e.g (ECSA, SACPCMP, SACPLAN, SACQSP, ETC)		Yes

12.2.Evaluation stage two: Administrative compliance

DISCIPLINE	PROFESSIONAL BODY
Civil Engineer Structural Engineer Mechanical Engineer Electrical Engineer Geologist Surveyors Geo Hydrologist	ECSA
Occupational Health and Safety Agents/ Managers Consulting Project Managers	SACPCMP
Town and Regional Planners	SACPLAN
Quantity Surveyor	SACQSP
Architects Landscape Architect	SACAP
ICT Infrastructure and connectivity	IITPSA
Information software	IITPSA
Environmental Compliance Agents/Managers	EAPASA
Social Facilitator	SASA, SACSSP

12.3.Evaluation stage three: Functionality criteria

Only tenderers who will obtain a 80% minimum functionality threshold will be considered capable to be in the panel. There will be no briefing session. Below is a table that shows how the 100 points of functionality will be allocated.

FUNCTIONALITY/TECHNICAL EVALUATION

CRITERIA	MEANS OF VERIFICATION	POINTS	MAXIMUM POINTS TO BE AWARDED
Capability (Qualifications and competency)			
Company with Minimum of ten (10) years' experience in executing Related assignments (From stage 1 to 6 as per ECSA Guidelines)	Experience should be backed by references of related work undertaken for the past 10years and Company Profile. NB!!! For electrical design work, the PsP must be registered and accredited with ESKOM- 5points will be deducted if the information is not available.	(15 for three Completion Certificate & 15 points for Company with 10years and above, 30 points	30
Project Leader: Degree in related field with a Minimum of 10 years previous relevant experience and minimum 5 years post registration with the professional body.	Attach copies of CV, certified Qualification and relevant professional registration certificates	(10 points for experience and 10 points for certified qualifications, 10points for professional registration) 30 points	30
Three of its key personnel with Degree in related studies and worked in the design and implementation of related infrastructure projects for at least 7 years.	Attach copies of CV, certified Qualification, and relevant professional registration certificates	(10 points for 3x experience and 10 points for certified qualifications, 10points for professional registration) 30 points	30
Methodology(10), Delivery Plan(10)	Attach Proposal	10 points	10
Total			100

Table 1: Evaluation sub-criteria: Tenderer's Experience (Entity)

Sub Criteria	Poor	Fair	Good	Very Good
Company Experience	Tenderer has executed and completed less than 5 related infrastructure projects in the past 10 years .	Tenderer has executed and completed at least 5 related infrastructure projects in the past 10 years .	Tenderer has executed and completed at least 7 related infrastructure projects in the past 10 years .	Tender has executed and completed more than 10 related infrastructure projects in the past 10 years .
Points Awarded	3	5	7	15

Sub Criteria	Poor	Fair	Good	Very Good
Completion Certificate with contactable references	Tenderer has attached Signed completion Certificate with contactable references for work executed and completed	Tenderer has attached completion Signed Certificate with contactable references for work executed and completed	Tenderer has attached Signed completion Certificate with contactable references for work executed and completed	Tenderer has attached Signed completion Certificate with contactable references for work executed and completed
Points Awarded	3	5	7	15
TOTAL POSSIBLE POINTS FOR RELEVANT EXPERIENCE OF SERVICE PROVIDER				30

Table 2: Evaluation sub-criteria: Qualifications of proposed resources

Qualifying staff	Highest Qualification	Points Awarded
Project Leader	Bachelors' degree in the required built environment discipline	10
	National Diploma in the required built environment discipline	5
	National certificate in the required built environment discipline	0
Total possible Points for Qualifications		10
Project Leader	More than 10 years in the built environment, with particular experience in the required discipline	10
	At least 7 years in the built environment, with particular experience in the required discipline	5
	At least 5 years in the built environment, with particular experience in the required discipline	2
	Less than 5 years in the built environment, with particular experience in the required discipline	0
Total possible Points for Experience		10
Project Leader	Pr. CPM / Pr.ENG / PMP/Pr PLN	10
	Pr.CM/ Pr Tech Eng	5
	Candidates' registration	0
Total possible Points for Professional Registration		10
TOTAL FOR QUALIFICATION, PROFESSIONAL REGISTRATION AND EXPERIENCE OF PROJECT LEADER		30

Table 1:Evaluation sub-criteria: Experience of proposed resources

Qualifying staff	Highest Qualification	Points Awarded
	Masters' degree in the required built environment discipline	10
	Bachelors' degree in the required built environment discipline	5
	National Diploma in the required built environment discipline	0

Qualifying staff	Highest Qualification	Points Awarded
Total possible Points for Qualifications		10
Key Personnel	More than 10 years in the built environment, with particular experience in the required discipline	10
	At least 7 years in the built environment, with particular experience in the required discipline	5
	At least 5 years in the built environment, with particular experience in the required discipline	2
	Less than 5 years in the built environment, with particular experience in the required discipline	0
Total possible Points for Experience		10
Key Personnel	Pr. CPM / Pr.ENG / PMP/Pr PLN	10
	Pr.CM/ Pr Tech Eng	5
	Candidates' registration	0
Total possible Points for Professional Registration		10
TOTAL FOR QUALIFICATION, PROFESSIONAL REGISTRATION AND EXPERIENCE OF KEY PERSONNEL		30

13.BID/PROPOSAL SUBMISSION

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

- 13.1.Returnable bid document with all the required documents fully completed and signed;
- 13.2.Tax Compliance status Pin;
- 13.3.Completion Certificate with contact details on a company letter head and/or stamped;
- 13.4.Entity/ Company registration documents;
- 13.5.Entity/ company profile (Company profile) that illustrates the core business, services offered, company profile and staff compliment;
- 13.6.Comprehensive methodology and Implementation plan per each discipline.
- 13.7.Summary of verifiable previous projects with contact details of the project owners;
- 13.8.Certified copy of ID documents of all owners/directors of the Entity (certification should not be more than 3 months old);
- 13.9.Register with project relevant recognized South African Government Professional Organization (Please attach copy of paid up to date membership)

14.SPECIAL CONDITIONS

- 14.1.LEDA reserves the right to appoint the bidder that proves to be fully capable and qualified to handle and execute the job.
- 14.2.Bids submitted must be in line with the detailed specification. Failure to bid accordingly will automatically disqualify the submitted bid.
- 14.3.LEDA reserves the right to cancel or withdraw this bid if:
 - 14.3.1. Due to changed circumstances, there is no longer a need for these services; or
 - 14.3.2. Funds are no longer available to cover the total envisaged expenditure; or

- 14.3.3. No acceptable bids are received; or
- 14.3.4. There is a material irregularity in the Bid process.
- 14.4. In the case of sub-contracting or joint venture agreement, LEDA will enter into a single contract with the principal bidder.
- 14.5. LEDA reserves the right to call interviews with short-listed bidders before final selection.
- 14.6. LEDA reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include surprise site visits.
- 14.7. Bidders who are not registered on Central Supplier Database (CSD) must register before submission of bids.
- 14.8. Any completion of the bid document in pencil or erasable ink will not be acceptable and will automatically disqualify the submitted bid.
- 14.9. Successful bidder will be required to sign a Service Level Agreement (SLA).
- 14.10. Notwithstanding shortcomings and/or inconsistencies, if any, in this specification, which is only a minimum specification, a bidder shall make provision for a complete solution that will deliver the required service efficiently and cost-effectively.
- 14.11. Bid documents should be deposited in the tender box situated at 1 Main Road Lebogakgomo on or before **25 November 2022 at 11h00** which is the closing date for this bid.
- 14.12. This request for bid document contains confidential information about LEDA, which has been provided to supply potential bidders with the data necessary to provide a holistic response.
- 14.13. No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party, in any manner whatsoever without the prior written permission of LEDA.
- 14.14. Any reproduction or transmission of information contained in this document except for the sole purpose of responding to this bid is strictly prohibited.
- 14.15. References to LEDA must not be made in any literature, promotional material, and brochures or sales presentations without the express written consent of LEDA.
- 14.16. It is the responsibility of the bidder to ensure that LEDA can receive and open the submitted proposal (electronic and otherwise).

15. CLARIFICATION / QUERIES

- 15.1. The process of clarification required by a bidder regarding the meaning or interpretation of the specification or any other aspects concerning the bid will be done in writing (letter, facsimile or e-mail).
- 15.2. Telephonic requests for clarification will not be considered.
- 15.3. The cut-off date for queries is **21 November 2022 at 16:00 pm**.
- 15.4. The bid reference number should be quoted in all correspondence.
- 15.5. Administrative queries should be directed to Emily.Marishane@lieda.co.za and technical queries should be directed to Modiegi.mphahlele@lieda.co.za
- 15.6. Queries received will be responded to within a day of receiving them.

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1. “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2. “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3. “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6. “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7. “Day” means calendar day.
 - 1.8. “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9. “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10. “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12. “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14. “GCC” means the General Conditions of Contract.
 - 1.15. “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.16. “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or

duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17. “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21. “Purchaser” means the organization purchasing the goods.
- 1.22. “Republic” means the Republic of South Africa.
- 1.23. “SCC” means the Special Conditions of Contract.
- 1.24. “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

**2. Application
for**

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids of functional and professional services, sales, hiring, letting and the granting or acquiring rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General
for
non-**

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable any expense incurred in the preparation and submission of a bid. Where applicable a refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyse

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspections requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packaging

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

- 10. Delivery and documents** 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11. Insurance** 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts** 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty	<p>15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
18. Contracts Amendments	<p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
19. Assignment	<p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
20. Subcontracts	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer /Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25. Termination for Insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

26. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

27. Limitation of liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

28. Governance language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

- 29. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 30. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 31. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 32. National Industrial Participation (NIP) Programme** 33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation
- 33. Prohibition of restrictive practices**