

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	PRDP 63/2024-25	CLOSING DATE:	25 FEBRUARY 2025	CLOSING TIME:	11H00
DESCRIPTION	DIAGNOSTIC/ IMPLEMENTATION EVALUATION OF THE MUSINA-MAKHADO SPECIAL ECONOMIC ZONE (MMSEZ) FOR A PERIOD OF THIRTY-SIX (36) WEEKS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
40 HANS VAN RENSBURG					
POLOKWANE					
0700					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	NEMUHUYUNI F.E		CONTACT PERSON		
TELEPHONE NUMBER	015 287 6000		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders@premier.limpopo.gov.za		E-MAIL ADDRESS		
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					
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:

.....

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date: 25 FEBRUARY 2025

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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-
- Required by:
 - At:
.....
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm/not firm
 - Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

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

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.

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:

.....

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

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.

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

1.5 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.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is

adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51%>Women ownership	4	
51%>Youth ownership	4	
51%>Person living with disability ownership	3	
Enterprise located in rural area/township	1	
Black owned business with 51% shareholding	8	
Total Points	20	

NB: when claiming points, the number of corresponding points must be written, no ticks or crosses will be accepted.eg when claiming 51%>Women ownership write 4 and so on and write the total points claimed at the bottom.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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



TERMS OF REFERENCE

FOR PRDP: 63/2024-25 – DIAGNOSTIC/ IMPLEMENTATION EVALUATION OF THE MUSINA-MAKHADO SPECIAL ECONOMIC ZONE (MMSEZ) FOR A PERIOD OF THIRTY-SIX (36) WEEKS

1. PURPOSE

To assess and evaluate whether Musina-Makhado Special Economic Zone (MMSEZ) is being implemented as per the policy / strategy/design / founding legislation and whether the objectives and outcomes are being achieved.

2. DEFINITION OF TERMS

Unless the context indicates otherwise, the following terms used in this bid shall have the following meaning:

- 2.1 **“Departments”** means LEDA, LEDET, DTIC, OtP and LPT;
- 2.2 **“Office”** means the Office of the Premier, Limpopo;
- 2.3 **“Preferential Procurement Regulations, 2022”** means the Preferential Procurement Regulations, 2022 issued in terms of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 2.4 **“Project Manager”** means the person appointed by the Service Provider or the Office as such, responsible for the successful planning, execution, monitoring, control, and closure of the contract; and
- 2.5 **“Services”** means to assess whether MMSEZ is being implemented as per the policy/

strategy/design / founding legislation and whether the objectives and outcomes are being achieved, as outlined in this specification.

3. ACRONYMS

3.1	CSD	Central Supplier Database
3.2	DTIC	Department of Trade, Industry and Competition
3.3	EXCO	Executive Council
3.4	GCC	General Condition of Contract
3.5	LEDET	Limpopo Economic Development, Environment and Tourism
3.6	LEDA	Limpopo Economic Development Agency
3.7	LPT	Limpopo Provincial Treasury
3.8	LPA	Limpopo Provincial Administration
3.9	LPG	Limpopo Provincial Government
3.10	MMSEZ	Musina-Makhado Special Economic Zone
3.11	OtP	Office of the Premier, Limpopo
3.12	PPPFA	Preferential Procurement Policy Framework Act, 2000 (Act No.5 of 2000)
3.13	SADC	Southern African Development Community
3.14	SANS	South African National Standards
3.15	SEZ	Special Economic Zone
3.16	VAT	Value Added Tax

4. DURATION OF CONTRACT

The duration of the project is **thirty-six (36) weeks in phases as indicated in Table 2** from the date of appointment.

5. BACKGROUND

- 5.1 The South African Government through the Department of Trade and Industry (DTI) has designated the Musina-Makhado Special Economic Zone (MMSEZ) located in Vhembe District, Limpopo Province, and overlaps between the two local municipalities of Musina and Makhado. In line with the Special Economic Zone Act, 2014 (Act No.

16 of 2014), the Minister for the Department of Trade and Industry has issued an Operator Permit to facilitate investments into the zone. The MMSEZ is located closer to Beitbridge Border Gate, which is the second biggest port of entry in South Africa and a gateway to other SADC countries.

- 5.2 The primary objective of the MMSEZ is to promote industrialization through beneficiation, supporting enterprise development, job creation, facilitation and promotion of investment, and providing value-adding commercial business solutions.
- 5.3 However, since the designation of the SEZ, progress has been slower than anticipated, with critical milestones in infrastructure development remaining unmet. This has raised concerns about the efficacy of the planning and implementation processes underpinning the SEZ. Therefore, an evaluation of the MMSEZ is essential not only to identify the bottlenecks and challenges, but also to ensure that the zone can fulfil its intended economic benefits and social objectives.
- 5.4 The evaluation will provide a thorough assessment and analysis of the operational challenges and opportunities within the MMSEZ, offering insights that could recalibrate the strategic direction and implementation frameworks to better align with the dynamic needs of the province and prospective investors. By assessing the MMSEZ's effectiveness, this will contribute valuable lessons that can guide the development of other Special Economic Zones in the province, ensuring that special economic zones achieve their transformative potential.

SECTION A: BIDDER PROFILE/S

6. COMPANY PROFILE

Bidders should furnish the following details about themselves:

- 6.1 State the name of your entity and give entity particulars such as business address, company and VAT registration numbers, and contact details, if this has not already been noted on the official bid forms, as well as Entity Structure, Management Structure, operating structure, geographical spread, or presence, etc. Only the prime

contractor details, in the case of a consortium, need to be entered on the official bid forms.

- 6.2 If you are a member of a consortium or joint venture for this bid, what is your precise role/s in this consortium or joint venture? The overall management structure and business model of the consortium or joint venture must be indicated.
- 6.3 How long have you been in business? State date of establishment of the entity and provide proof of registration with the Registrar of Companies if your entity is a company.
- 6.4 What is your entity's core business, and how long has this been your core business?
- 6.5 Do you have any standing partnerships or business associations with other entities? If so, provide details and illustrate the relationship/s schematically. Details of your major suppliers of technology products and services proposed in your bid must be provided.
- 6.6 What is the total complement of your staff?
- 6.7 What is the complement of your management and technical staff?
- 6.8 Provide details of your clients in Limpopo and in South Africa who make use of products and services similar to the ones you offer in this bid, including names, contact persons and the nature of the installations or services. The Office reserves the right to visit one or more of these clients.
- 6.9 If you are a value-added reseller or a franchisee, is your principal/s prepared to deal directly with the Limpopo Provincial Administration in the event of a service default by yourselves? If so, provide a written backing from your principal/s.
- 6.10 Describe the skill sets and competencies of your resources related to this bid. What is the number of resources you have in the skill sets that would likely be called upon for the development and implementation of the Diagnostic/ Implementation Evaluation of the Musina-Makhado Special Economic Zone (MMSEZ) resulting from this bid and

where are those resources based? List all personnel to be assigned to this service, by employer/subcontractor, identifying their qualifications to perform tasks/functions to be assigned.

- 6.11 A consortium or joint venture must submit with their bid a signed copy of their consortium member or joint venture partnership agreement/s that indicates their expectations of one another and their responsibilities towards one another in respect of their duties to fulfil the obligations of the consortium or joint venture in this bid. Any omission in this regard may invalidate the bid.
- 6.12 Where consortium / Joint Ventures / Sub-contract are involved; each party must be registered on the CSD and their Tax Compliance status will be verified through the CSD.

SECTION B: TERMS AND CONDITIONS

7. GENERAL TERMS AND CONDITIONS SPECIFIC TO THIS BID

7.1 OFFICIAL SUPPLY CHAIN MANAGEMENT DOCUMENTS AND FORMS

- 7.1.1 The terms and conditions specified in this bid terms of reference must be read in conjunction with the General Conditions of Contract (GCC), which form an integral part of this bid. Prospective bidders will be well-advised to familiarize themselves with the Preferential Procurement Regulations, 2022.
- 7.1.2 A bidder must complete all relevant official bid forms/documents issued by the Office of the Premier, Supply Chain Management Unit and submit them as part of the bid.

7.2 BID FORMAT

- 7.2.1 A bid must conform to or exceed the minimum requirements set out in these terms of reference.
- 7.2.2 Replies to this bid must be inclusive of all requirements as stipulated at 7.4 (functional technical terms of reference of the required service).

7.2.3 Each bid must contain a precise description of the service being offered, including technical specifications of the service being proposed. A full fact sheet, data sheet or brochure of the service offered must be provided. No reference to a website *in lieu* of this information will be accepted.

7.2.4 All relevant costs must be disclosed in the cost or price schedules.

7.2.5 Each bid proposal must be submitted in duplicate [one (01) hard copy and one (01) soft copy (memory stick with separate folders for Technical File and Price and Specific Goals File)] as indicated below:

PACKAGE 1 (TECHNICAL FILE)	PACKAGE 2 (PRICE & SPECIFIC GOALS)
Exhibit 1: Pre-qualification documents (Refer to Clause 10.1: Pre-qualification Criteria (Table 4))	Exhibit 1: • Price Schedule • Activity-based budget (in South African Rand, including VAT)
Exhibit 2: • Technical Responses • Supporting documents for technical responses	Exhibit 2: • SBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations, 2022
Exhibit 3: • General Conditions of Contract (GCC)	
Exhibit 4; • Company Profile • Any other supplementary information	

7.2.6 Bidders are requested to initial each page of the tender document. A bid that is not accompanied by the appropriate official bid document, duly filled in and signed by the bidder, where this is necessary, will be invalid.

7.2.7 All documents, including binders, submitted in response to this bid will become the property of the Office unless a bidder expressly indicates otherwise. Intellectual property rights contained in the information in the bid, which has been indicated as such, shall remain vested in the bidder. Any confidential information which must be respected by the Office must be indicated expressly as such for non-disclosure purposes.

7.3 VALIDITY PERIOD OF BIDS

7.3.1 Bids shall be valid for a period of 120 days calculated from the closing date of this bid.

7.3.2 In addition, all prices quoted in a bid pertaining to support and training must remain valid and firm for the period of the contract.

7.4 FUNCTIONAL TECHNICAL TERMS OF REFERENCE OF THE REQUIRED SOLUTION - SCOPE AND DEFINITION OF WORK

7.4.1 Focus of the evaluation

7.4.1.1 Purpose of the evaluation

To assess whether MMSEZ is being implemented as per the policy/ strategy/design / founding legislation and whether the objectives and outcomes are being achieved.

7.4.1.2 Key evaluation questions

- a) Is the MMSEZ's implementation strategy achieving its intended objectives and outcomes?
 - (i) Is the Board of the MMSEZ facilitating the creation of an industrial complex in Musina-Makhado, focusing on regional economic advantages for targeted investments and industries in the manufacturing sector and tradable services?
 - (ii) Is the required infrastructure being developed to support the development of targeted industrial activities?

- (iii) Is the MMSEZ strategy for attracting foreign and domestic direct investment effective?
 - (iv) Is the MMSEZ enabling the beneficiation of mineral and natural resources?
 - (v) Is the MMSEZ taking advantage of existing industrial and technological capacity to promote integration with local industry and create decent work?
 - (vi) Are there challenges in promoting small, micro and medium enterprises and co-operatives, as well as promoting skills and technology transfer and other socio-economic benefits in the region?
- (b) What is the key (strategic and operational) challenges being encountered in the implementation of MMSEZ?
 - (c) Are the key milestones of the MMSEZ being achieved as outlined in the programme/project plan/design or not?
 - (d) How cost-effective is the implementation of the SEZ? Are the immediate benefits/outcomes being achieved?
 - (e) Are the assumptions proving to be realistic and manageable in practice?
 - (f) How can the implementation of MMSEZ be improved?

7.4.1.3 Intended users and stakeholders

7.4.1.3.1 The main users of the evaluation results will be the MMSEZ, LEDA, LEDET, DTIC, OtP and LPT. In addition, other departments, agencies and private sector, etc. might have the interest in the evaluation results.

Table 1: Users and their use of the evaluation results

User	How they may use the evaluation results
MMSEZ	• To improve implementation
LEDA	• To improve coordination of implementation
LEDET	• To improve oversight

User	How they may use the evaluation results
Office of the Premier	• To improve oversight and accountability • For decision-making
DTIC	• To improve oversight • For decision-making • Policy review/change
National Treasury	• To improve oversight • For decision-making • For resource allocation
Musina, Makhado & Vhembe Municipalities	• To improve and enhance implementation • To provide required support
Economic Cluster -	• To improve oversight and accountability • For decision-making
Executive Council (EXCO)	• To improve oversight and accountability • For decision-making
Civil Society	• To improve oversight
Traditional Leaders	• To improve oversight • To ensure an enabling environment
Higher Education Institutions (HEIs)	• Knowledge management • For future research studies

7.4.1.4 Scope of the evaluation

7.4.1.4.1 Time period: 2016 to 2024

7.4.1.4.2 Geographic coverage: Musina-Makhado Special Economic Zone designated area

7.4.1.4.3 Thematic areas and Intervention components:

- a) Creation of an industrial complex, having a strategic national economic advantage for targeted investments and industries in the manufacturing sector and tradable services;
- b) Infrastructure required to support the development of targeted

- industrial activities;
- c) Foreign and domestic direct investment;
- d) Location for the establishment of targeted investments;
- e) Beneficiation of mineral and natural resources;
- f) Promoting integration with local industry and increasing value-added production;
- g) Promoting regional development;
- h) Creating decent work and other economic and social benefits in the region in which it is located, including the broadening of economic participation; and
- i) Promoting small, micro, medium enterprises and co-operatives, and promoting skills and technology transfer.

7.4.1.5 Evaluation Design

7.4.1.5.1 The onus will be given to the evaluation team to select an appropriate evaluation approach and strategy, a multi-method approach will be used to evaluate the Musina-Makhado Special Economic Zone (MMSEZ). This will include the following methods:

7.4.1.5.2 The key elements of the design include:

- a) Good literature review to draw together existing research and evaluation (a set of core documents will be provided to the service provider).
- b) Review existing provincial and national policies, regulations and related interventions.
- c) Overview of all the interventions, progress and the challenges using secondary data.
- d) Some high-impact interventions selected for detailed case studies. This should explain and illustrate implementation challenges and proposals to strengthen the programme.
- e) Thorough institutional analysis to understand how systems, structures, capacity, organisational culture and leadership are facilitating or limiting outcomes.

- f) Recommendations should take a short/ medium/ long-term perspective.
- g) The sampling method used should ensure the representativeness of the entire region.

7.4.1.6 **Evaluation Plan**

7.4.1.6.1 **Key deliverables/outputs:**

The service provider is expected to deliver the following products:

- a) **Inception Report** as a follow-up to the proposal with a revised evaluation plan, overall evaluation design and detailed methodology and content structure for the final report. This forms the basis for judging performance;
- b) **Literature review** (including National and International Comparative review of similar incentives/ interventions in South Africa and at least two other countries);
- c) The service provider will need to develop the theory of change and review/develop the intervention logic of the MMSEZ;
- d) **Final data collection instruments** and other tools;
- e) **Analysis plan**;
- f) **Field work report**;
- g) **Draft Evaluation Report** for review, full and in 1/5/25 format, with findings and recommendations (see Action Points in Box 1). The report should be submitted to the contact person of the Office of the Premier.
- h) A **workshop with stakeholders** to discuss the draft report;
- i) The **final evaluation report**, both full and in 1/5/25 format, in hard copy and electronic format;
- j) **Provision of all datasets, metadata and survey documentation** (including interviews) when data is collected; and
- k) **A PowerPoint or audio-visual presentation of the results.**

7.4.1.6.2 **Activities**

The evaluation design suggests the type of activities required. In addition to this, it is expected that:-

- i. There would be inception meetings and regular meetings with the Steering Committee, and some of these stakeholders might also be interviewed as part of the fieldwork; and
- ii. The evaluator is expected to provide opportunities for participating departments /agencies /municipalities to be involved in the activities and this will not prejudice the information received from respondents.

7.4.1.6.3 Time frame for the project

Table 2 sets out the Project plan with deliverables, timeframes and payment schedule-

PHASES	DELIVERABLES	% PAYMENT	TIMEFRAME
Phase 1	Inception Report	0%	1 Week
	Literature review	20%	3 Weeks
Phase 2	Final data collection instruments and Analysis Plan	10%	3 Weeks
Phase 3	Fieldwork and Fieldwork Report	20%	14 Weeks
Phase 4	Draft evaluation report for review, full and in 1/5/25 page format	10%	5 Weeks
Phase 5	Workshop with stakeholders to discuss the draft report	20%	1 Week
	The final evaluation report (incorporating comments)		5 Weeks
	Provision of all datasets, metadata and survey documentation (including		1 Week

PHASES	DELIVERABLES	% PAYMENT	TIMEFRAME
Phase 6	interviews) when data is collected (see Annex 2)	20%	
	PowerPoint or audiovisual presentation of the results		2 Weeks
	Close-out Report		1 Week

7.4.1.6.4 Structure of the proposal

The structure of the proposal required is shown in Box 2.

Box 2: Structure of a proposal

The bidder must provide the following proposal structure. Failure to provide this may lead to disqualification.

1. Understanding of the intervention and the TORs (Bid specifications)
2. Approach, design and methodology for the evaluation (e.g. literature and documentation review, data collection, tools, sample, suggestions for elaboration or changes to scope and methodology as outlined in the TORs, examples of evaluation questions suggested, process elements)
3. Activity-based evaluation plan (including effort for different researchers per activity and time frame linked to activities)
4. Activity-based budget (in South African Rand, including VAT). Must be submitted in PACKAGE 2 (PRICE & SPECIFIC GOALS) of item 7.2.5
5. Competence (include list of related projects undertaken of main contractor and subcontractors, making clear who did what, and contact persons of references)
6. Team (team members, including qualifications and experience, roles and level of effort, and key competence related to this evaluation)
7. Capacity development elements (building capacity of partner departments and PDI/young evaluators)

8. Quality assurance plan (to ensure that the process and products are of good quality)

Attachments

1. Example of a related evaluation report undertaken
2. CVs of key personnel

7.4.1.6.5 Evaluation Team

- a. The service provider should specify the number of evaluators expected to be part of the team, their areas of expertise and their respective responsibilities. Three key roles must be defined (although they may not be three separate people) and may have varying levels of effort:
 - i. Project manager – responsible for overall project management and quality control as well as liaison with OtP;
 - ii. Evaluation specialist – able to bring specialist knowledge of evaluation methodology; (not only research)
 - iii. Sector specialist – with in-depth knowledge of the sector and able to bring this insight to ensure that the richness of the sector is explored and meaningful recommendations derived. For example, experts with proven experience and expertise in the development economics /developmental sector.
- b. The staff also needs to show that between them they understand the implementation realities of government in economic sector.
 - i. The Project Manager must have managed a minimum of five (05) or more research or evaluation projects in the last five (05) years by the main contractor.
 - ii. The project Manager must also have a relevant post-graduate qualification, preferably a Master's or/and a PhD degrees. In addition, he/she must have experience in Social Science and Management Sciences.

7.4.1.6.6 Competencies and Skills-set

Table 3: The following generic competencies are required of the service provider:

Domain/descriptor	Demonstrated ability to
1. Overarching considerations	
1.1 Contextual knowledge and understanding	Have knowledge of relevant sectors and government systems in relation to Medium Term Strategic Framework (MTSF) 2020-2025, and with the ability to appropriately relate the evaluation to current political, policy and governance environments.
Perform appropriately in cross-cultural roles with cultural sensitivity and attend appropriately to issues of diversity	
1.2 Ethical conduct	Understand ethical issues relating to evaluation, including potential or actual conflict of interest, protecting confidentiality/anonymity, and obtaining informed consent from evaluation participants.
1.3 Interpersonal skills	Lead an evaluation and its processes using facilitation and learning approaches, to promote commitment and ownership of stakeholders
2. Evaluation leadership	Lead and manage an evaluation team effectively
3. Evaluation craft	
3.1 Evaluative discipline and practice	Use knowledge base of evaluation (theories, models including logic and theory-based models, types, methods and tools), critical thinking, analytical and synthesis skills, relevant to the evaluation and benchmarking.

Domain/descriptor	Demonstrated ability to
3.2 Research practice	Design specific research methods and tools that address the evaluation research needs. This may include qualitative, quantitative or mixed methods.
Systematically gather, analyse, and synthesise relevant evidence, data and information from a range of sources, identifying relevant material, assessing its quality and spotting gaps.	
4. Implementation of evaluation	
4.1 Evaluation planning	
Theory of change	Develop clear theory of change with quality programme log-frames with good programme logic and indicators.
Design	Design and cost an appropriate and feasible evaluation with appropriate questions and methods, based on the evaluation's purpose and objectives.
4.2 Managing evaluation	Manage evaluation resources to deliver high quality evaluations and related objectives on time and to appropriate standards.
4.3 Report writing and communication	Write clear, concise and focused reports that are credible, useful and actionable. Address the key evaluation questions, and show the evidence, analysis, synthesis, recommendations, evaluative interpretation and how these build from each other.

Furthermore, it is important that service providers nominated exhibit the following skills and attributes:

- a. Team players, analytical and lateral thinkers;
- b. Have excellent communication skills with the ability to listen and learn;
- c. Have good facilitation skills for strategic thinking, problem solving, and

stakeholder management in complex situations;

- d. Have the ability to work under consistent and continuous pressure from varied sources, yet be able to maintain a supportive approach; and
- e. Have excellent computing skills including detailed knowledge and use of Word, Excel, PowerPoint, Microsoft Project or similar compatible software.

7.4.1.6.7 Intellectual property

The Office of the Premier will own the copyright of the products of this assignment, except prior material brought into the assignment or that are owned by a third party. The service provider will not use the material (whether in part or whole) without the written permission of the Office of the Premier.

7.5 PRIME CONTRACTOR RESPONSIBILITIES

7.5.1 In the event of a consortium bid or joint venture, a prime contractor is required to take charge of the entire project and to provide a single interface between the bidder and the Office. Therefore, in the event of a consortium bid or joint venture, one of the bidders should be designated as the prime contractor. The prime contractor shall assume total responsibility for the implementation and support of the contact centre service solution proposal, regardless of any sub-contracting agreements entered into by and amongst the consortium or joint venture parties and regardless of any agreements entered by any of the consortium or joint venture parties with a third party outside the consortium or joint venture.

7.5.2 The Office shall have the right to have insight at any time into any agreement or contract entered by the successful bidder. It should be indicated expressly whether such access will be granted or not.

7.6 CONTRACTUAL IMPLICATIONS

7.6.1 Bid Acceptance

The preferred bid will be accepted subject to the condition that the preferred bidder signs a contract and service level agreement prepared by the Office within seven (7) days of the conditional award. This bid, together with its terms, conditions and terms

of reference, the bid response (excluding the bidder's own terms and conditions), and the GCC will form part of the contract between the Office and the successful bidder.

7.6.2 The contract or agreement or any part thereof shall not be subcontracted or sublet by the bidder to any other party without the prior written consent of the Accounting Officer of the Office after the bid has been awarded. In the event of any sub-contracting, the bidder shall bear full responsibility for the quality of work carried out by a sub-contractor, for the quality of products used by the sub-contractor, and for on LPA premises activities of the sub-contractor.

7.6.3 The bidder shall not, after the bid has been awarded, assign nor cede the contract or agreement or any part thereof or any interest therein to any other party without the prior written consent of the Accounting Officer of the Office.

7.6.4 Variations and amendments to the contract shall be valid only if they are done in writing and by mutual consent.

7.6.5 Any contract or agreement between the Office and the successful bidder shall be governed by the laws of the Republic of South Africa.

7.7 SKILLS TRANSFER AND CLIENT STAFF SKILLS UPLIFTMENT

7.7.1 It is a condition of this terms of reference that a bidder must transfer technical skills and know-how to the OTP's staff currently involved in Diagnostic/ Implementation Evaluation of the Musina-Makhado Special Economic Zone (MMSEZ) to enable them to render effective and efficient technical support.

7.7.2 Capacity development should also be done to partner departments and PDI/young evaluators.

7.7.3 Describe your strategy for achieving this goal and the time frame in which this will be done.

7.7.4 A capacity-building plan must be developed and be implemented throughout the duration of the contract.

7.7.5 The cost of the implementation of the capacity training plan should be indicated

as part of the contract price. The bidder may not approach the Office for any additional payments in respect thereof, after the commencement of the contract.

7.8 INTELLECTUAL PROPERTY RIGHTS

- 7.8.1 Copyright to all inventions and innovations developed using the products and methodologies offered by the bidder shall be vested in the Limpopo Provincial Administration and in the State in general.
- 7.8.2 Copyright, patent rights and all similar rights in any works or products created because of the execution of this bid and its assignments shall vest in and are hereby transferred to the Office, unless the contrary is agreed to in the form of individual written agreements signed by the bidder and the Accounting Officer of the Office or his/her delegate.
- 7.8.3 For this purpose, all works created in terms of this bid and its assignments shall be deemed to have been created under the direction and control of the Office.
- 7.8.4 All data, data structures, system architecture, naming standards, forms and report formats designed or generated in the conducting of a feasibility study on the establishment of a shared services shall become the sole and exclusive property of the Limpopo Provincial Administration immediately upon acceptance of the service or service component. It is the responsibility of the service provider to hand back all data, data structures, forms and report formats to the Limpopo Provincial Administration in a readable and usable format at the end of the contract period.

7.9 PRICING AND PRICE SCHEDULES

- 7.9.1 The funding will be provided by the Office of the Premier who will commission the evaluation.
- 7.9.2 The bidder must submit a cost breakdown/s which must indicate in detail, per each phase as per table 2 under item number 7.4.1.6.3 and the service provider will be paid after successful completion of each phase to ensure that the total cost is provided for each phase over a period of thirty-six (36) weeks.
- 7.9.3 The bidder must prepare a cost breakdown/s or price schedule which must be signed by the authorized signatory, indicating costs per phase, including contingency costs

and total price for the duration of the contract. Failure to comply with this requirement will result in disqualification of the bid.

- 7.9.4 All prices must be in South African currency and must include Value Added Tax (VAT).
- 7.9.5 All prices should remain firm for the duration of contract.
- 7.9.6 It is the responsibility of the bidder to consider all costs and all possible escalations when compiling bid prices.
- 7.9.7 Once the bid is awarded, no request for price escalation will be entertained, regardless of the reasons for such request.
- 7.9.8 A bidder must specify details of any discounts of list prices that have been considered in the calculation of prices.
- 7.9.9 The price schedule must make provision for the costs for workshop, travelling and client meetings as will be set out in the Service Level Agreement (SLA). The Service Provider cannot approach the Office for any additional payments in respect thereof. The expenses for the conference facility and catering of the thirty (30) M&E officials will be incurred by the Office of the Premier.
- 7.9.10 The price schedule must be submitted in a separate and sealed envelope and be included in the bid package.

7.10 PAYMENT CONDITIONS

- a. The Service Provider must submit an invoice for any payment to be made, subject to paragraphs (d) and (f) of clause 7.10, all invoices shall only become payable thirty (30) days after receipt by the Office.
- b. No interest shall be payable in the event of a dispute nor accrue on any payments due during a period of dispute.
- c. Subject to paragraphs (d) and (f) of clause 7.10, the Office will pay the Service Provider, within thirty (30) days of the Service Provider submitting an invoice for payment as follows:
 - (i) The contract price is payable after successful completion of each phase of the project over a period of thirty-six (36) weeks.
 - (ii) These costs per phase are inclusive of the costs as per services acquired in table 2 under item number 7.4.1.6.3 and 7.7.5.

- (iii) The Service Provider may not approach the Office for any additional payments in respect thereof.
- d. Payment is—
 - (i) subject to the satisfactory discharge of all obligations of Service Provider and delivery of the services to the Office in terms of the contract.
 - (ii) The Office will not make payment to the Service Provider in the event the Service Provider fails to satisfactorily perform any of its obligations in terms of the contract; and
 - (iii) fixed for the duration of the contract, and the Service Provider may under no circumstances approach or request the Office for an increase in the contract price.
- e. Payments will be made by an electronic transfer, into the Service Provider's bank account as appearing on the verified CSD report and invoice of that Service Provider.
- f. The Office may withhold, deduct or set off from any monies due and owing to the Service Provider either in terms of this contract or any other contract that the Service Provider may have with the Limpopo Provincial Administration an amount equal to the amount of any outstanding claims that the Office may have against the Service Provider for damages, costs or any other indebtedness arising out of this contract:
 - (i) Provided that the Office will provide the Service Provider with written notice of its intention to offset, supported by reasonable detail of the actual damages, costs or indebtedness incurred by the Office.
 - (ii) A certificate of indebtedness signed by the Chief Financial Officer of the Office, reflecting the amount due and payable shall be sufficient and conclusive proof of the contents and correctness thereof for the purposes of with-holding, deduction or set off by the Office or payment by the Service Provider or for provisional sentence, summary judgement or any other proceedings against the Service Provider in a court of law and shall be valid as a liquid document for such purposes.
- f. In the event that the Office institutes legal action against the Service Provider

for any matter in connection with the contract, the Service Provider will be liable to pay the Office's legal fees on an Attorney and own client scale.

7.11 DEMONSTRATIONS AND PRESENTATIONS

After the bid closing date, the Office may call for presentations and demonstrations of a Diagnostic/ Implementation Evaluation of the Musina-Makhado Special Economic Zone (MMSEZ) proposals. A bidder must be prepared to do so at a venue that is convenient to the Office, depicting a live environment. All costs involved in the presentation or demonstration shall be borne by the bidder.

7.12 PROTECTION OF GOVERNMENT INFORMATION

7.12.1 The bidder hereby agrees and undertakes to abide by and adhere to government legislation, regulations and directives dealing with the protection of government information as if such legislation, regulations and directives apply to the bidder, and that all reasonable steps shall be taken to ensure that persons under the management of the bidder who will be engaged in the fulfilment of the bidder's contractual obligations are aware of these statutory requirements, and that these statutory stipulations will continue to apply to them even after termination of the contract or agreement or termination of their services with the bidder.

7.12.2 The entity will be vetted as well as its staff, contractors, agents and their associates, and the cooperation and facilitation of the bidder in this regard is a condition of this bid.

7.13 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

7.13.1 The bidder shall always during the continuance of this contract use their best endeavours to ensure that no action is taken by themselves, their personnel, agents, and sub-contractors which could or might result in or give rise to the existence of conditions which are prejudicial to or are in conflict with the best interests of the Limpopo Provincial Administration.

7.13.2 The Office reserves its rights to disqualify any bidder who either itself or any of whose

members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly hold at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the Office or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity"):

- a. engage in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of these terms of reference;
- b. seeks assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement of services provided or to be provided to a Government Entity;
- c. makes or offer any gift, gratuity, anything of value or other inducement, to any of Office's officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors, or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accept anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to the procurement of services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and /or forgery, regardless of whether or not a prison term was imposed and despite such

bidder, member or director's name not specifically appearing on the list of Tender Defaulters kept at National Treasury.

- 7.13.3 Bidders must not have or undertake duties or interests that create or might reasonably be anticipated to create an actual or perceived conflict with its duties and interests in executing the contract. Bidders must identify any potential conflicts and bring them to the attention of the Office.

7.14 SPECIAL CONDITIONS OF THIS BID

7.14.1 Bidder's own terms and conditions or qualification of bid

This document contains the terms and conditions of this terms of reference, and bidders must not qualify the terms of reference or generate their own terms and conditions. If a Bidder does this, that bid may be disqualified.

7.14.2 The successful Bidder must–

- a. comply with all the terms of reference and standards outlined in this bid;
- b. comply with all legislation, SANS and best industry practices applicable to the successful bidders and the rendering of the services;
- c. use and adopt reasonable professional techniques and standards in providing the service;
- d. monitor project implementation against set targets, costs and time frames;
- e. provide the services with all due care, skill and diligence;
- f. ensure continuity of services to the OtP;
- g. execute the contract under the supervision of the project manager and comply with any directive of the project manager;
- h. ensure that key personnel, its employees or engagement partners observe confidentiality and do not use any information obtained pursuant to this contract for any reason other than for the proper discharge of the bidder's obligations under this contract. The bidders must have systems in place to monitor compliance in this regard;
- i. obtain the signature of the project manager on all documents or reports submitted by the successful bidders to the Office;

- j. appoint a project manager, who must, in addition to managing the project, serve as a single point of contact between the Office and the successful bidder;
- k. ensure that its employees involved in the execution of the contract are suitably qualified, properly skilled, experienced, trained, and competent to render the services. The Office may interview any person appointed by the successful bidder to execute the contract to test their understanding of the key deliverables in terms of the contract;
- l. ensure that it has all the resources necessary to fulfil its obligations in terms of the contract and will not be entitled to any resources from the Office to assist it in fulfilling its obligations;
- m. ensure that it does not, in the process of fulfilling its obligations in terms of the contract, use any labour or intellectual capacity of any employee of the state, including employees of the Office, for remunerative purposes, unless such employee has the necessary written authorisation;
- n. upon notice by the Office, revise or amend any report that the Office is not satisfied with, within a time period specified by the Office in that notice; and
- o. immediately upon receipt of a notice from the Office, promptly re-execute any portion of the services that are found to be in non-conformity with the contract. The successful Bidder is liable to the Office for any other cost, damages or losses incurred or suffered by the Office as a result of such non-conformity.

7.14.3 RESERVATION OF RIGHTS:

The Office reserves the right to—

- a. invite bidders to make presentations regarding any aspect (s) of the bid;
- b. request further information or document(s) from any bidder after closing date;
- c. verify information and documentation of any Bidder;
- d. carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid;
- e. accept part of a tender rather than the whole tender;

- f. not make an award;
- g. enter into price negotiations with the preferred bidder;
- h. cancel and/ or terminate the tender process at any stage, including after the closing date and/or after presentations have been made, and/or after
- i. tenders have been evaluated and /or after the preferred bidder(s) have been notified of their status as such; and
- j. appoint a third party to evaluate the bidders compliance with any aspect of this contract.

7.14.4 AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the services, the Office may terminate this Agreement in its own discretion or temporarily suspend all or part of services by notice to the bidders, which shall immediately make arrangements to stop the performance of the services and minimize further expenditure: provided that the bidder shall thereupon be entitled to payment in full for the service delivered, up to the date of cancellation.

7.14.5 COSTS INCURRED BY BIDDER

The Office will not be responsible for or pay any expenses or losses which may be incurred by the bidders in the preparation, submission or presentation of its bid.

7.14.6 BID BINDING UPON SERVICE PROVIDER

All written information, warranties and representations made by or on behalf of the bidder before the conclusion of the contract are binding upon the bidders and are deemed to have induced the Office to award the contract to the Service Provider. The Office's rights in terms of this clause are in addition and without prejudice to any other rights, it may have in terms of this contract.

7.14.7 LIABILITY

The Service Provider is responsible and liable for-

- a. the conduct, acts and omissions of its employees and the Service Provider's agents or representatives. The Service Provider indemnifies the Office against any claims whatsoever arising from its conduct and or the conduct of its employees, representatives or agents; and

- b. injury to any person, loss or damage suffered by the Office, which is occasioned by any unauthorized act, omission, negligence, breach of this contract or breach of any legislation or statutory duty by the Service Provider or the Service Provider's employees, agents or representatives. Under such circumstances, the service provider must, at its own expense, make good the loss or damage on demand and on the terms of the Office.

7.14.8 WARRANTIES AND REPRESENTATIONS

7.14.8.1 The Service Providers warrants that-

- a. the Service Provider has the capacity and resources to render the services as specified.
- b. on delivery of the services, the services will be suitable for the purpose as stipulated in the contract;
- c. the services will comply with these terms of reference. Any unilateral departure by the Service Provider from such term of reference or standards is breach of the contract;
- d. no fact or circumstances exist that may materially affect its capacity to perform its obligations under the contract;
- e. the Service Provider will not use any labour or intellectual capacity of any employee of the State, (including the Office) for remunerative purposes, except where the employee of the State has the necessary permissions in terms of applicable laws, in which event proof of such permissions must be hand-delivered to the Office at the address for service, on date of signature by the Service Provider of this contract, and an acknowledgement of receipt be obtained by the Service Provider.
- f. it is the owner of, or has a good title to all services delivered in terms of this contract; and
- g. it shall at all times have and comply with all legal requirements and with the terms and conditions of all necessary licences, certificates, authorisations and consents required under the laws of the Republic of

South Africa or under any other applicable jurisdiction for the delivery of services.

7.14.9 TERMINATION OF CONTRACT

7.14.9.1 Bidders must acquaint themselves with the provisions of section 30 of the Public Service Act, 1994 (Proclamation 103 of 1994), and ensure that where applicable, natural persons who constitute the bidders comply with the Act. The Office reserves the right to disregard a bid or cancel the contract with the bidder or service provider-

- a. has failed to comply with any legal or policy requirement in order to enter into a valid contract with the Office, including but not limited to any public servant constituting or in the employ of the bidder or service provider not having the necessary permissions or authorisation in terms of the Public Service Act, or not having made the necessary financial disclosures to the employer or not having declared any or all interests in the bid documents;
- b. has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining any other contract with any state institution, government department, provincial administration or public entity;
- c. after notification that the bid has been conditionally accepted, either fails, refuses or neglects or causes undue delays in the signing of the contract and service level agreement prepared by the Office;
- d. has entered into any arrangement or agreement with any other natural or corporate person, whether legally binding or not, to-
 - i. refrain from bidding for this contract; or
 - ii. bid at an agreed price.
- a. breaches any applicable SANS, legislation or policy.

7.14.9.2 The Office may immediately terminate the contract without any notice to the Service Provider if any of the following circumstances occur or exist:

If the Service Provider –

- a. commits an act of professional misconduct or professional or technical incompetence, which is substantial and serious;

- b. commits or participates in any unlawful, dishonest or unethical act in the performance of its obligations under this contract; or
- c. breaches this contract twice during the contract period.

7.15 PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

7.16 TAX COMPLIANCE

- 7.16.1 Bidder(s) must be tax compliant when submitting a bid to the Office and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and the Valued Added Tax Act, 1991 (Act No. 89 of 1991).
- 7.16.2 It is a condition of this bid that the tax matters of the successful bidder(s) be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 7.16.3 The tax compliance status requirements are also applicable to foreign bidders/ individuals who submit bids.
- 7.16.4 Bidders are required to be registered on the CSD and the Office shall verify the bidder's tax compliance status through the CSD.
- 7.16.5 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database

8. BRIEFING SESSION

There will be a non-compulsory briefing session for bidders on **the 01st of February 2025, at Old Cabinet Boardroom, 12h00, 40 Hans Van Rensburg, Polokwane**

9.2 SUBMISSION OF BIDS

- 9.2.1 The Office of the Premier reserves the right to accept all or part of a bid for the required solution, or not to award the bid at all.
- 9.2.2 Bid documents should be deposited in the tender box situated at the premises of the

Office of the Premier, Limpopo at 40 Hans van Rensburg Street, Polokwane, before or on the closing date and time as specified in the Limpopo Tender Bulletin and eTender Portal. All bids, when they are submitted, must be sealed and must bear the official bid number as well as the title of this request for bids on the outside.

9.2.3 This request for bids document contains confidential information regarding the Limpopo Provincial Administration. This information has been provided to furnish potential bidders with the data necessary to provide a holistic response. Non-public information received by any party in connection with the engagement described in this document must be treated as confidential. 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 the Office of the Premier. Any reproduction or transmission of information contained in this document except for the sole purpose of responding to this bid is strictly prohibited. References to the Limpopo Provincial Administration must not be made in any literature, promotional material, brochures or sales presentations without the express written consent of the Office of the Premier.

9.2.4 The bid will be administered in terms of a two-envelope system. Bidders must simultaneously submit a technical proposal and financial proposal in two (02) separate sealed envelopes marked clearly as follows:

9.2.4.1 Envelope 1 – Technical proposal (documents needed in this envelope are listed on clause 7.2.5: Package 1)

Name of bidder:

Bid No: **PRDP 63/2024-25**

Title: **DIAGNOSTIC/ IMPLEMENTATION EVALUATION OF THE MUSINA-MAKHADO SPECIAL ECONOMIC ZONE (MMSEZ)**

Closing date:

Closing time: **11h00**

**ALL SUPPORTING DOCUMENTS MUST BE INCLUDED IN THIS ENVELOPE.
NO PRICING WHATSOEVER MUST BE INDICATED IN THIS ENVELOPE.**

BIDDERS WHO INCLUDE THE PRICE IN THIS ENVELOPE WILL BE DISQUALIFIED.

9.2.4.2 Envelope 2 – Financial Proposal (documents needed in this envelope are listed in clause 7.2.5: Package 2)

Name of Bidder:

Bid No: **PRDP 63/2024-25**

Title: **DIAGNOSTIC/ IMPLEMENTATION EVALUATION OF THE MUSINA-MAKHADO SPECIAL ECONOMIC ZONE (MMSEZ)**

Closing date:

Closing time: **11h00**

Only bidders who score **75** out of **100** possible points for functionality will be evaluated on the financial proposal and Preference Points. **Envelope 2** will only be opened if a bidder has obtained **75** or more points on the technical proposal contained in Envelope 1.

10. EVALUATION AND SELECTION CRITERIA

The Office has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate1)	Price and Specific Goals (Gate 2)
Bidders must submit all documents as outlined in paragraph 10.1 (Table 4) below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 75 points out of 100 points to proceed to Gate 2 (Price and Specific goals)	Bidder(s) will be evaluated on price and Specific goals claimed points

10.1 Gate 0: Pre-qualification Criteria

Without limiting the generality of the Office's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 4** below. All documents must be completed and signed by the duly authorized representative of the Prospective bidder(s). During this phase, Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents:

Table 4: Documents that must be submitted for Pre-qualification.

Documents that must be submitted		Non-submission may result in disqualification?
Original Bid Document	YES	Duly completed and signed.
Invitation of Bid – SBD 1	YES	Complete and sign the supplied pro forma document.
Bidders Disclosure– SBD 4	YES	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	NO	Non-submission will lead to a zero (0) score on Specific goals.
Proof of registration on Central Supplier Database (attach detailed CSD report)	NO	Bidder(s) must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
Company Registration Certificate (CIPC document)	NO	Valid copy of CIPC Company Registration Certificate of a bidder (Originally Certified)
Bid Proposal's Soft copy	NO	Bid Proposal on a soft copy (memory stick – two separate branded folders)
Bidders' consortium or joint venture agreement	YES	The consortium or joint venture agreement must be legally compliant with the laws

		applicable to such consortium or joint venture agreement and must be signed by both parties.
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10.2 Gate 1: Technical Evaluation Criteria = 100 points

All bidders are required to respond to the technical evaluation criteria.

Only Bidders that have met the **Pre-Qualification Criteria** will be evaluated in **Gate 1** for functionality. Functionality will be evaluated: —

- i. In accordance with the Evaluation Criteria for technical functionality listed in Annexure A
- ii. out of 100 points Bidders are required to achieve a minimum threshold of **75** points to proceed to **Gate 2 for Price and Specific goals evaluations**.

As part of due diligence, the Office may conduct a site visit at **the bidder's place of business (as per the physical address provided by the bidder on SBD1)** and/ or at a client of Bidder (reference) for validation of the services rendered. **The bidder must include the details of the client (reference) to facilitate such validation.** The choice of the site will be at the Office's sole discretion.

10.3 Gate 2: Price and Specific Goals Evaluation (80+20) = 100 points

10.3.1 Only Bidders that have met the 75 points thresholds in **Gate 1** will be evaluated in **Gate 2 for Price and Specific goals** as follows:

10.3.2 In terms of regulation 6 of the Preferential Procurement Regulations, 2022, responsive bids will be adjudicated on the 80/20 Preference point system in terms of which points are awarded to bidders based on:

- i. The bid price (maximum 80 points)
- ii. Specific goals (maximum 20 points)

10.3.3 Stage 1- Price Evaluation (80 Points)

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

The following formula will be used to calculate the points for price:

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

10.3.4 Stage 2 – Specific Goals Evaluation (20 points)

a. Specific goals Points allocation

A maximum of 20 points may be allocated to a bidder for attaining their Specific goals per the table below:

Historically Disadvantaged Individuals	Number of Points (20 System)	Bidder's Claimed Points	Means of Verification
51% ≥ Women ownership	4		To be verified through CSD.
51% ≥ Youth ownership	4		To be verified through CSD.
51% ≥ People living with disability ownership	3		The bidder must attach a medical certificate from a qualified doctor.
Enterprises located in rural area/township	1		The bidder must attach a letter from the municipality, lease agreement or tribal authority.
Black-owned business with 51% ≥ shareholding	8		To be verified through CSD.

b. Specific goals points may be allocated to bidders on the submission of the following documentation or evidence:

A duly completed Preference Points Claim Form: Standard Bidding Document (SBD 6.1).

c. Joint Ventures, Consortium and Trusts

A trust, consortium or joint venture, will qualify for points for their Specific goals as a legal entity, provided that the entity claims the points and submits proof where necessary.

A trust, consortium, or joint venture will qualify for points for its Specific goals as an unincorporated entity, provided that the entity submits its consolidated Specific goals scorecard as if it were a group structure and such a consolidated Specific goals scorecard is prepared for every separate bid.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The consortium or joint venture agreement must be legally compliant with the laws applicable to such consortium or joint venture agreement. The Office will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner (Prime Contractor) and the joint venture and/or consortium party.

The agreement must also clearly identify the Lead Partner (Prime Contractor), who shall be given the power of attorney to bind the other party/ parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

10.3.5 Stage 3 (80 + 20 = 100 points)

The Price and Specific goals points will be consolidated.

11. REQUESTS FOR ADDITIONAL INFORMATION

- 11.1 For purposes of audit of the bid process, any request by a bidder for additional information or clarification before the closing date of the bid must be done in writing. Queries may be directed to the following e-mail address:
tenders@premier.limpopo.gov.za**
- 11.2 No telephonic or physical contacts (saved for collection of soft copies of the bid specifications) with the officials shall be entertained.**
- 11.3 During the bid evaluation process additional information or clarifications may be sought by the Office. For this purpose, a bidder must provide contact details. Written responses to requests for such information or clarification must be provided within 2 days. Failure to supply the information or clarification or to do so within the required timeframe may invalidate the bid.**

ANNEXURE A
BID EVALUATION CRITERIA
BID EVALUATION CRITERIA-FUNCTIONALITY

Folio No.	Criteria	Means of Verification (Evidence)	Weights	Score
	FUNCTIONALITY		100	
1.	Existence of a Business Address		3	
i)	<i>No existence of a Business Address in Limpopo</i>		0	
ii)	<i>Existence of a Business Address in Limpopo</i>	<i>Provide proof of business address / valid signed Lease agreement for the business/ Municipal rates payment/ any other provable Means of verification e.g. letter from the traditional council, etc.</i> <i>(NB: Evidence will be verified)</i>	3	
2.	Bidder's capacity and experience		40	
2.1.	Bidder's relevant experience in research and/or monitoring & evaluation			
i)	<i>0 - 4 experience</i>		0	
ii)	<i>5 - 6 projects</i>	<i>Bidders attach a list of contactable references with reference letters/ certificate of completion of projects indicating the number of projects mentioned above in research and / or monitoring & evaluation field</i> <i>(NB: Evidence will be verified)</i>	25	
iii)	<i>7 and more projects</i>		40	
3.	Evaluation/ Research Team		57	
3.1.	Project Manager Qualification		10	
i)	<i>No qualification attached /uncertified copy of qualification</i>		0	

	<i>with validity period of six (6) months</i>			
ii)	<i>Qualification – Master's Degree in Social Sciences and Management Sciences</i>	<i>Project Manager to attach a Certified copy of a Master's degree qualification with a validity period of six (06) Months</i> <i>(NB: Evidence will be verified)</i>	10	
3.2	<i>Project Manager Relevant Experience in Research and/or Evaluation</i>		10	
i)	<i>0 – 4 projects</i>	<i>No relevant projects</i>	0	
ii)	<i>5 – 6 projects</i>	<i>Team Leader to attach a CV indicating the relevant experience with a list of contactable references.</i> <i>(NB: Evidence will be verified)</i>	5	
iii)	<i>7 and more projects</i>		10	
3.3	<i>Evaluation /Research Specialist</i>		10	
i)	<i>No qualification</i>		0	
ii)	<i>Qualification – Masters in Social Sciences and Management Sciences</i>	<i>Evaluation /Research Specialist to attach a Certified copy of a Master's degree qualification with a validity period of six (06) Months</i> <i>(NB: Evidence will be verified)</i>	7	
iii)	<i>Qualification – PhD/ DBA in Social Sciences and Management Sciences</i>	<i>Evaluation /Research Specialist to attach a Certified copy of PhD / DBA degree qualification with a validity period of six (06) Months</i> <i>(NB: Evidence will be verified)</i>	10	
3.4	<i>Research Specialist Relevant Experience</i>		10	
i)	<i>0 – 4 projects</i>	<i>No relevant projects</i>	0	
ii)	<i>5 – 6 projects</i>	<i>Research Specialist to attach a CV indicating the relevant experience with a list of contactable references.</i> <i>(NB: Evidence will be verified)</i>	5	
iii)	<i>7 and more projects</i>		10	

3.5	Relevant Sector Specialist / Practitioner (i.e. Development Economics /Economics, Development Studies /or Industrialisation)		10	
i)	No relevant qualification		0	
ii)	Relevant Qualification – Degree /Diploma in Development Economics / Economics, Development Studies/ Industrialisation)	Sector specialist to attach a Certified copy of the certificate of the Degree/ Diploma with a validity period of six (06) Months (NB: Evidence will be verified)	7	
iii)	Relevant Qualification – Honours or Master's in Development Economics / Economics, Development Studies/ Industrialisation)	Sector specialist to attach a Certified copy of the certificate of the Honours or Master's degree with a validity period of six (06) Months (NB: Evidence will be verified)	10	
3.6	Relevant Sector Specialist Experience (i.e. Development Economics/ Economics, Development Studies/ Industrialisation)		7	
i)	0 – 4 projects	No relevant projects	0	
ii)	5 – 6 projects	Sector Specialist to attach a CV indicating the relevant experience with a list of contactable references. (NB: Evidence will be verified)	4	
iii)	7 and more projects		7	
TOTAL-FUNCTIONALITY*			100	
PRICE			80	
SPECIFIC GOALS			20	

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 any thing 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**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of 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**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-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 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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 analyses

- 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 inspection 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 analyzed 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. Packing

- 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

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.

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.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

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.

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.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 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.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 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.

18. Contract amendments

- 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.

19. Assignment

- 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.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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.

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 canceling 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 anti-dumping 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

**25. 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.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. 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.

**27. 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.

**28. Limitation of
liability**

28.1 Except in cases of criminal negligence or willful 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.
- 29. Governing 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.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. 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.
- 32. 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.
- 33. National Industrial Participation Programme (NIP)** 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.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)